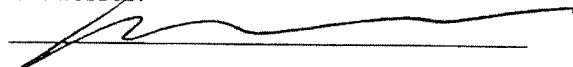


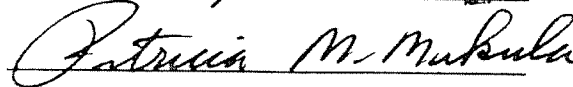
IN WITNESS WHEREOF, the said Grantor(s), William Howard Dennis Jr. and Mary M. Dennis, who hereby release their respective rights of dower herein, if any, have hereunto set his/her/their hand(s) this 5<sup>th</sup> day of June, 2001.

Signed and acknowledged in the presence of:

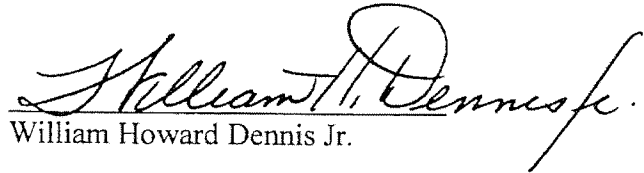
Witnesses:

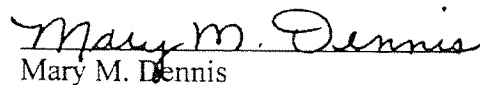


Printed name: Paul J. Mikula



Printed name: Patricia M. Mikula

  
William Howard Dennis Jr.


  
Mary M. Dennis

STATE OF Ohio,  
COUNTY OF Trumbull

SS:

Be it remembered, that on this 5<sup>th</sup> day of June 2001, before me, the subscriber, personally came the above named William Howard Dennis Jr. and Mary M. Dennis, the Grantor(s) in the foregoing deed, and acknowledged the signing of the same to be his/her/their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

  
Notary Public

This Instrument prepared by:  
ATTORNEY RICHARD G. BAUMAN

File No. B-01-642



PAUL J. MIKULA, Notary Public  
State of Ohio  
My Commission Expires March 25, 2006

1300169877  
258163

Return To:

SKY BANK  
101 E WASHINGTON  
NEW CASTLE, PA 16101

STATE OF OHIO, TRUMBULL COUNTY  
THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
OFFICE.  
IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
NAME AND OFFICIAL SEAL November 4, 2002

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Diana Marchese T20010024069  
Trumbull County Recorder BXBAUMAN L

B-01-642

INST. # 200107160026543  
BY: Diana Marchese, RECORDER  
Trumbull County Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 16, 2001 together with all Riders to this document.

(B) "Borrower" is

DONNA M ROBERTS  
UNMARRIED

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is SKY BANK

Lender is a BANK  
organized and existing under the laws of THE STATE OF OHIO

OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

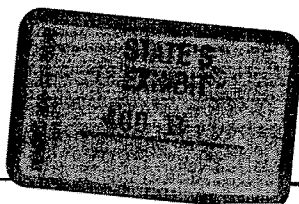
Form 3036 1/01

VMP -6(OH) (0005)

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Initials: DM

VMP MORTGAGE FORMS - (800)521-7291



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Lender's address is 10 EAST MAIN ST  
 SALINEVILLE, OH 43945

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated July 16 2001

The Note states that Borrower owes Lender

Twenty Nine Thousand Eight Hundred and no/100----- Dollars  
 (U.S. \$ 29,800.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
 Payments and to pay the debt in full not later than August 15 2031

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the  
 Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
 due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
 Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
 non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other  
 charges that are imposed on Borrower or the Property by a condominium association, homeowners  
 association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by  
 check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic  
 instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit  
 or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller  
 machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse  
 transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid  
 by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)  
 damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the  
 Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the  
 value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,  
 the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its  
 implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to  
 time, or any additional or successor legislation or regulation that governs the same subject matter. As used  
 in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard  
 to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage  
 loan" under RESPA.

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the  
 COUNTY of TRUMBULL

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

Parcel ID Number: 3104655

253 WASHINGTON NE AVE  
 WARREN

which currently has the address of

[Street]

[City], Ohio 44484 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.


THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

#### 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this



  
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Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

Initials: 

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.



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**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.


**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

  
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**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

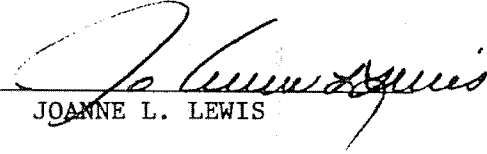
**24. Certain Other Advances.** In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 24 to acknowledge, affirm and comply with the provision of Section 5301.233 of the Revised Code of Ohio.

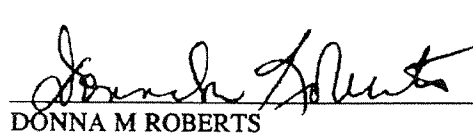


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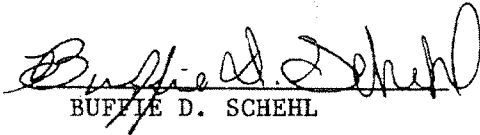
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

  
JOANNE L. LEWIS

  
DONNA M ROBERTS (Seal)  
-Borrower

NOTARIAL  
SEAL

  
BUFFLE D. SCHEHL

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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-Borrower

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(Seal)  
-Borrower



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STATE OF OHIO,

TRUMBULL

County ss:

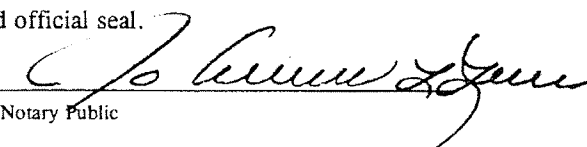
On this 16th day of July 2001, before me, a Notary Public in  
and for said County and State, personally appeared

DONNA M ROBERTS  
UNMARRIED

the individual(s) who executed the foregoing instrument and acknowledged that he/she/they did examine  
and read the same and did sign the foregoing instrument, and that the same is his/her/their free act and  
deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

  
Notary Public

NOTARIAL  
SEAL

JOANNE L. LEWIS, NOTARY PUBLIC  
State of Ohio  
My Commission Expires July 6, 2004


This instrument was prepared by  
DONNA KRASINSKI  
SKY BANK  
10 EAST MAIN ST  
SALINEVILLE, OH 43945



Situated in the City of Warren, County of Trumbull, and State of Ohio; and known as Lot Number Ninety-three (93) in the Perkins 4<sup>th</sup> Addition of said addition being recorded in Trumbull County Records of Maps, Vol. 5, Page 20, and furthermore known as being part of original Lot Number twenty-one (21) in Warren Township and situated on East Washington Avenue in said City.

Bounded: Commencing at a point on the northerly line of Washington Avenue; one hundred and sixty three and two third (16.-2/3) feet easterly from the east line of Mercer Street, thence northerly from said Washington Avenue and parallel to said Mercer Street, one hundred ninety eight (198) feet to a point; thence easterly parallel to said Washington Avenue forty-five (45) feet to a point, thence southerly parallel to said Mercer Street, one hundred and ninety eight (198) feet to the northerly line of Washington Avenue, thence westerly along the northerly line of said Washington Avenue, forty five (45) feet to the place of beginning.

Said lot has a frontage of forty five (45) feet on the north side of Washington Street, N. E., and is one hundred ninety eight (198) feet deep, and is known as house number 253 and 255 Washington Street, N. E., and is subject to and including all the right, title and interest in and to that certain joint drive-way over the west part of said lot number ninety three (93) and the east part of lot number ninety four (94) in said addition.

  
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## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **16th** day of **July** **2001**,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or  
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to  
secure Borrower's Note to **SKY BANK**

**10 EAST MAIN**

**SALINEVILLE, OH 43945**

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

**253 WASHINGTON NE AVE**

**WARREN, OH 44484**

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security  
Instrument, Borrower and Lender further covenant and agree as follows:


**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to  
the Property described in the Security Instrument, the following items now or hereafter attached to the  
Property to the extent they are fixtures are added to the Property description, and shall also constitute the  
Property covered by the Security Instrument: building materials, appliances and goods of every nature  
whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the  
Property, including, but not limited to, those for the purposes of supplying or distributing heating,  
cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and  
access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves,  
refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens,  
blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings,  
all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the  
Property covered by the Security Instrument. All of the foregoing together with the Property described in  
the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to  
in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Initials: 

Form 3170 1/01

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VMP MORTGAGE FORMS - (800)521-7291



  
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**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

  
\_\_\_\_\_  
DONNA M ROBERTS (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower


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Diana Marchese T20010024089  
Trumbull County Recorder BXBAUMAN L

Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

## WARRANTY DEED

Instr: 200202080004707 02/08/2002  
 P: 1 of 2 F: \$14.00 3:26PM  
 Diana Marchese T20020003958  
 Trumbull County Recorder BX#52 RICH

KNOW ALL MEN BY THESE PRESENTS, That

DONNA ROBERTS, UNMARRIED,

the Grantor who claims title by or through instrument, recorded in Volume O.R. 200107160026542, Page, County Recorder's Office, for the consideration of One Dollar and other valuable consideration (\$1.00 and o.v.c.) received to Grantors full satisfaction of

DUANE LANG,

the Grantee, whose TAX MAILING ADDRESS will be 253 WASHINGTON AVE. N.E., WARREN, OHIO 44483

does

Give, Grant, Bargain, Sell and Convey unto the said Grantee, his/her heirs and assigns, the following described premises:

Situated in the City of Warren, County of Trumbull and State of Ohio:

And known as Lot No. 93 in the Perkins 4th Addition of said addition being recorded in Trumbull County Records of Maps, Vol. 5, Page 20, and furthermore known as being part of original Lot No. 21 in Warren Township and situated on East Washington Avenue in said City.

BOUNDED: Commencing at a point on the northerly line of Washington Avenue; one hundred and sixty-three and two third feet easterly from the east line of Mercer Street; thence northerly from said Washington Avenue and parallel to said Mercer Street, one hundred ninety-eight feet to a point, thence easterly parallel to said Washington Avenue forty-five feet to a point, thence southerly parallel to said Mercer Street, one hundred and ninety-eight feet to the northerly line of Washington Avenue, thence westerly along the northerly line of said Washington Avenue, forty-five feet to the place of beginning.

Said lot has a frontage of forty-five feet on the north side of Washington Street N.E., and is one hundred ninety-eight feet deep, and is known as house number 253 and 255 Washington Street N.E., and is subject to and including all the right, title and interest in and to that certain joint drive-way over the west part of said Lot No. 93 and the east part of Lot No. 94 in said addition, as appears by said plat, be the same more or less, but subject to all legal highways.


The property is known for street numbering purposes as 253 WASHINGTON AVE. N.E., WARREN, OHIO 44483.

P.P.N.39-104655

REAL PROPERTY TRANSFER TAX

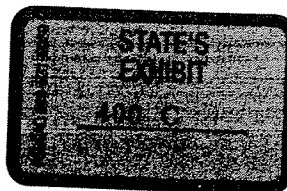
TRANSFERRED AND PAID

\$0 FEB 08 2002

In the Amount Of 152.00  
 David A. Hines, Trumbull County Auditor 

STATE OF OHIO, TRUMBULL COUNTY  
 THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
 CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
 OFFICE.  
 IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
 NAME AND OFFICIAL SEAL November 4, 2002  
 NAME Diana Marchese, RECORDER  
 INST. # 200202080004707  
 BY: Trumbull County Auditor

Be the same more or less, but subject to all legal highways.





**To Have and to Hold** the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, his/her heirs and assigns forever.

And the said Grantor, for his/herself and his/her heirs, executors and administrators, hereby covenant with the said Grantee, his/her heirs and assigns, that said Grantor is the true right and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except conditions and restrictions of record and taxes and special assessments which will be prorated to the date of transfer, if any,

and further, that said Grantor will warrant and defend the same against all claims of all persons whatsoever, except as hereinbefore provided.

And for valuable consideration

release and forever quit-claim unto the said Grantee, his/her heirs and assigns, all right and expectancy of **Dower** in the above described premises. does hereby remise,

**In Witness Whereof** he/she has hereunto set his/her hand, the 31st day of JANUARY, in the year of our Lord two thousand (2002).

Signed and acknowledged in presence of:

[Signature]

LOUIS SCARLINO



Donna Roberts by

Janice M. Perry POA

DONNA ROBERTS  
BY: JANICE M. PERRY  
POWER OF ATTORNEY

[Signature]

DEBRA VANUKY

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss.

Before me, a Notary Public in and for said County of State, personally appeared the above named

DONNA ROBERTS, UNMARRIED,  
who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

**In Testimony Whereof**, I have hereunto set my hand and official seal this 31st day of January, A.D. 2002.

NOTARIAL  
SEAL



[Signature]  
Notary Public

This instrument prepared by:

ATTORNEY RICHARD J. LACIVITA  
8009 E. MARKET STREET  
WARREN, OHIO 44484

(330) 856-2510

File No. 02H2142

MARY ANN OERTEL

Notary Public

My Commission Expires Nov. 30, 2006

Fairfield County

Instr: 200202080004707 02/08/2002  
P: 2 of 2 F: \$14.00 3:28PM  
Diana Marchese T20020003958  
Trumbull County Recorder BX#52 RICH

Instr: 200205020016745 05/02/2002  
 P: 1 of 1 F: \$20.00 3:37PM  
 Diana Marchese T20020013479  
 Trumbull County Recorder EPSKY BANK

## SATISFACTION OF MORTGAGE

THIS IS TO CERTIFY THAT THE CONDITIONS OF THE MORTGAGES  
 GIVEN BY THE FOLLOWING AND FOUND IN THE RECORDS OF  
Trumbull COUNTY, HAVE BEEN FULLY COMPLIED WITH AND  
 ARE HEREBY SATISFIED AND DISCHARGED:

MORTGAGOR:	Dated	Date Filed	VOL: PAGE: INST.
Donna M. Roberts 1300169877	7/16/01	7/16/01	200107160026543
Julia I. Szabo 1300178523	5/24/00	5/25/00	200005250019353
Jill L. Finch 1300178019	6/22/00	6/22/00	200006220022938

SIGNED THIS 23rd DAY April, 2002.  
 IN PRESENCE OF:

Kathryn Creaturo  
 KATHRYN CREATURO  
Patricia K. Devitt  
 PATRICIA K. DEVITT

SKY BANK

Bj Or  
 BEVERLY ESTES  
 ASS'T. VICE-PRESIDENT

STATE OF OHIO

SS:

COLUMBIANA COUNTY

BEFORE ME, A NOTARY PUBLIC, THE UNDERSIGNED OFFICER,  
 PERSONALLY APPEARED Beverly Estes, WHO ACKNOWLEDGED  
 HIMSELF/HERSELF TO BE THE Ass't. Vice-President OF SKY BANK, A  
 CORPORATION, AND THAT HE/SHE AS SUCH OFFICER, BEING  
 AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT  
 FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF  
 THE CORPORATION BY HIMSELF/HERSELF AS Ass't. Vice-President.  
 IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL  
 SEAL THIS 23rd DAY OF April, 2002.

THIS INSTRUMENT PREPARED BY:  
 SKY BANK  
 70 EAST MAIN STREET  
 SALINEVILLE, OH 43945-1134

Kathryn Creaturo  
 KATHRYN CREATURO, NOTARY  
 PUBLIC, STATE OF OHIO  
 MY COMMISSION EXPIRES 5-8-04

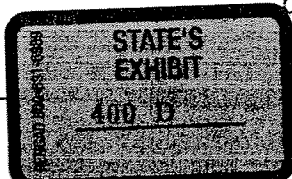
NOTARIAL  
 SEAL

STATE OF OHIO, TRUMBULL COUNTY  
 THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
 CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
 OFFICE.

IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
 NAME AND OFFICIAL SEAL November 4, 20 02

Diana Marchese, RECORDER

Jackson Apx. Vol. 25  
 Page 140



INSTR. # 200205020016745  
 BY: Diana Marchese RECORDER

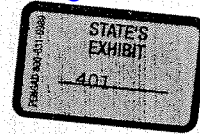


Exhibit 401  
494 Olive

Supreme Court of Ohio  
Case No. 03-0137  
Date Rec'd 7/9/03

## WARRANTY DEED

Instr: 200107130026296 07/13/2001  
P: 1 of 2 F: \$14.00 2:05PM  
Diana Marchese T20010023857  
Trumbull County Recorder BXAM LAND

### *Know all Men by These Presents:*

That, I, **Kenneth R. Eichorn, married**, the Grantor, who claims title by or through Volume 857, Page 359 Trumbull County Recorder's Office, for the consideration of One Dollar and Other Good & Valuable Consideration (\$1.00 & O.V.C.)-----received to my full satisfaction of

**Donna M. Roberts**

the Grantee, whose Tax Mailing Address will be 254 Fönderlac, Warren, Ohio 44484: do **Give, Grant, Bargain, Sell and Convey** unto the said Grantee, her heirs and assigns, the following described premises:

Situated in the City of Warren, County of Trumbull and State of Ohio:

And known as the South end of Lots Nos. twenty-two (22) and twenty-three (23) in the Sutliff Addition to the City of Warren, Ohio, as recorded in Trumbull County Records of Plats, Book 6, Page 18, and bounded and described as follows:

Beginning at the southwest corner of Lot No. twenty-three (23) thence along the south line of said Lots Nos. twenty-two (22) and twenty-three (23), one hundred (100) feet; thence north along the east line of said Lot No. twenty-two (22), forty-five (45) feet; thence west along a line drawn parallel with the south line of said Lots Nos. twenty-two (22) and Twenty-three (23) and forty-five (45) feet north therefrom to the west line of Lot No. twenty-three (23); thence south along the west line of Lot No. twenty-three (23), forty-five (45) feet to the place of beginning.

Said parcel has a frontage of forty-five (45) feet on the east side of Olive Street, and is one hundred (100) feet in depth or equal width, being the same more or less but subject to all legal highways.

Known for street numbering purposes as 494 Olive Street, N.E., Warren, Ohio

REAL PROPERTY TRANSFER TAX  
TRANSFERRED AND **PAID**  
50 JUL 13 2001

In the Amount Of 127.20  
David A. Hines, Trumbull County Auditor **RJ**

STATE OF OHIO, TRUMBULL COUNTY  
THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
OFFICE.

IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
NAME AND OFFICIAL SEAL November 4, 2002

Diana Marchese, RECORDER  
INST. # 200107130026296  
BY: Graduated A. Marchese & David A. Hines

**To Have and to Hold** the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, her heirs and assigns forever.

And the said Grantor, does for himself and his heirs, executors and administrators, covenant with the said Grantee, her heirs and assigns, that at and until the ensembling of these presents, I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever except taxes and assessments, prorated to date of transfer; recorded easements, covenants, conditions, restrictions and rights of way; and zoning ordinances, and that I will **Warrant and Defend** said premises, with the appurtenances thereunto belonging, to the said Grantee, her heirs and assigns, against all lawful claims and demands whatsoever except as aforesaid.

And for valuable consideration I, Anna Eichorn, wife of Kenneth R. Eichorn, Grantor Herein, do hereby remise, release and forever quitclaim unto the said Grantee, her heirs and assigns, all my right and expectancy of Dower in the above described premises.

**In Witness Whereof**, We have hereunto set our hands, the 10th day of July, in the year of our Lord two thousand one.

Signed in presence of:

Valerie A. Fisher  
Valerie A. Fisher

Kenneth R. Eichorn  
Kenneth R. Eichorn

Lori Brendlinger  
Lori Brendlinger

Anna Eichorn  
Anna Eichorn (Releasing dower)

State of Ohio Trumbull County:ss

Before me, a Notary Public in and for said County and State, personally appeared the above named

Kenneth R. Eichorn and Anna Eichorn

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

**In Testimony Whereof** I have hereunto set my hand and official seal, at Niles, Ohio  
this 10th day of July A.D. 2001

Valerie A. Magyer Fisher  
Notary Public, State of Ohio  
My Comm. Expires Sept. 10, 2004

Valerie A. Magyer Fisher  
Notary Public

NOTARIAL  
SEAL

This instrument prepared by Jack C. Lorenzetti, Jr., Co., L.P.A.  
Record & Return to: American Land Title Agency, Inc.  
815 Youngstown-Warren Road, Suite 2  
Niles, Ohio 44446

Instr: 200107130026296 07/13/2001  
P: 2 of 2 F: \$14.00 2:05PM  
Diana Marchese T20010023867  
Trumbull County Recorder BXAM LAND



1300169796  
258163

Return To: SKY BANK  
101 E WASHINGTON  
NEW CASTLE, PA 16101

STATE OF OHIO, TRUMBULL COUNTY  
THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
OFFICE.

IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
NAME AND OFFICIAL SEAL November 4, 2002

INST. # 200107130026297 Diana Marchese, RECORDER

BY: Frederick A. Moore, Jr. Deputy Recorder

Instr: 200107130026297 07/13/2001  
P: 1 of 20 F: \$86.00 2:06PM  
Diana Marchese T20010023867  
Trumbull County Recorder BXAM LAND

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 13, 2001 together with all Riders to this document.

(B) "Borrower" is

DONNA M ROBERTS  
SINGLE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is SKY BANK

Lender is a BANK

organized and existing under the laws of THE STATE OF OHIO

OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

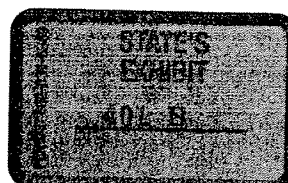
Form 3036 1/01

-6(OH) (0005)

Page 1 of 15

Initials: DMR

VMP MORTGAGE FORMS - (800)521-7291



Jackson Apx. Vol. 25  
Page 144



Lender's address is 10 EAST MAIN ST  
SALINEVILLE, OH 43945

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated July 13 2001

The Note states that Borrower owes Lender

Thirteen Thousand Nine Hundred and no/100----- Dollars  
(U.S. \$ 13,900.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than July 15 2031

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

6(OH) (0005)

Page 2 of 15

Initials:     

Form 3036 1/01

07/13/2001 2:06PM  
Instr: 200107130026297 F: \$86.00 T20010023867  
P: 2 of 20  
Diana Marchese  
Trumbull County Recorder BXAM LAND

Jackson Apx. Vol. 25  
Page 145



Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

6(OH) (0005)

Page 4 of 15

Initials

Form 3036 1/01

07/13/2001  
Instr: 200107130026297  
P: 4 of 20 F: \$86.00  
Diana Marchese  
Trumbull County Recorder  
2:06PM  
T20010023867  
BXAM LAND

Jackson Apx. Vol. 25  
Page 147

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) releases from the holder of the lien all or a portion of the lien by legal proceedings ordaining the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

-6(OH) (0006)

Page 5 of 15

Initials: 

Form 3036 1/01

Instr: 200107130328297 07/13/2001  
P: 5 of 20 F: \$86.00 2:06PM  
Diana Marchese T20010323857  
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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.


In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture; for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do all or pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest in the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share in the amount paid in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "split-dollar insurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that acceleration is caused by shall be applied to the sums secured by this Security Instrument whether or not then due.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.


**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. (There may be only one specified notice address for the Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Lender. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, printing, recording, and recording fees, and costs, and (d) is insured for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that triggers an Environmental Cleanup. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Certain Other Advances.** In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 24 to acknowledge, affirm and comply with the provision of Section 5201.233 of the Revised Code of Ohio.

6(OH) (0005)

Page 13 of 15

Initials: 

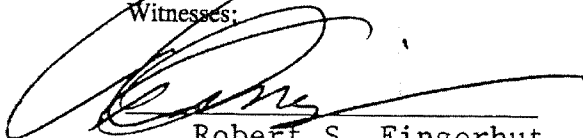
Form 3036 1/01

Instr: 200107130026297 07/13/2001  
P: 13 of 20 F: \$86.00 2:06PM  
Diana Marchese T20010023867  
Trumbull County Recorder BXAM LAND

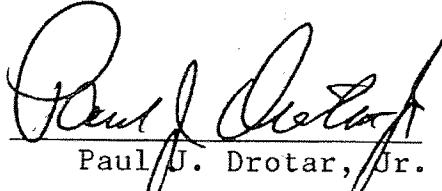
Jackson Apx. Vol. 25  
Page 156

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

  
Robert S. Fingerhut

  
DONNA M ROBERTS (Seal)  
-Borrower

  
Paul J. Drotar, Jr.

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF OHIO,

TRUMBULL

County ss:

On this 13th day of July 2001, before me, a Notary Public in and for said County and State, personally appeared

DONNA M ROBERTS  
SINGLE

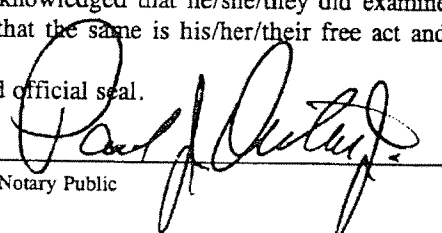
the individual(s) who executed the foregoing instrument and acknowledged that he/she/they did examine and read the same and did sign the foregoing instrument, and that the same is his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

Paul J. Droter Jr., Notary Public  
State of Ohio  
My Commission Expires 1-17-2008

Notary Public



NOTARIAL  
SEAL

This instrument was prepared by  
DEBBIE KAUFMAN  
SKY BANK  
10 EAST MAIN ST  
SALINEVILLE, OH 43945

6(011) (0009)

Page 15 of 15

Initials: 

Form 3036 1/01

Instr: 200107130026297 07/13/2001  
P: 15 of 20 F: \$86.00 2:06PM  
Diana Marchese T20010323857  
Trumbull County Recorder BXAM LAND

Jackson Apx. Vol. 25  
Page 158

Borrower: Donna M. Roberts  
Property: 194 Olive Street, N.E., Warren, Ohio 44484  
Lender: Sky Bank

"EXHIBIT A"

Situated in the City of Warren, County of Trumbull and State of Ohio:

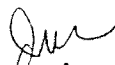
And known as the South end of Lots Nos. twenty-two (22) and twenty-three (23) in the Sutliff Addition to the City of Warren, Ohio, as recorded in Trumbull County Records of Plats, Book 6, Page 18, and bounded and described as follows:

Beginning at the southwest corner of Lot No. twenty-three (23) thence along the south line of said Lots Nos. twenty-two (22) and twenty-three (23), one hundred (100) feet; thence north along the east line of said Lot No. twenty-two (22), forty-five (45) feet; thence west along a line drawn parallel with the south line of said Lots Nos. twenty-two (22) and Twenty-three (23) and forty-five (45) feet north therefrom to the west line of Lot No. twenty-three (23); thence south along the west line of Lot No. twenty-three (23), forty-five (45) feet to the place of beginning.

Said parcel has a frontage of forty-five (45) feet on the east side of Olive Street, and is one hundred (100) feet in depth or equal width, being the same more or less but subject to all legal highways.

Known for street numbering purposes as 494 Olive Street, N.E., Warren, Ohio

Instr: 200107130026297 07/13/2001  
P: 16 of 20 F: \$86.00 2:06PM  
Diana Marchese T20010023867  
Trumbull County Recorder 3XPM LAND

  
Jackson Apx. Vol. 25  
Page 159



## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **13th** day of **July** **2001**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **SKY BANK**

**10 EAST MAIN**  
**SALINEVILLE, OH 43945**  
"Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**494 OLIVE ST**  
**WARREN, OH 44484**

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:


**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, or shutters, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

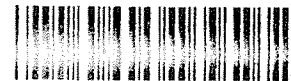
Page 1 of 4

Initials: 

Form 3170 1/01

 57R (0008)

VMP MORTGAGE FORMS - (800)521-7291



Instr: 200107130026297 07/13/2001  
P: 17 of 20 F: \$86.00 2:06PM  
Diana Marchese T20010023867  
Tribune County Recorder BXRH LAND

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

57N (0003)

Page 2 of 4

Initials DM  
Form 0170 1/01

Trumbull County Recorder BXAM LAND  
Instr: 200107130026207 07/13/2001  
P: 18 of 20 F: \$85.00 2:05PM  
Diana Marchese T20010023867

Jackson Apx. Vol. 25  
Page 161

Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

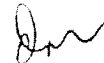
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies provided by the Security Instrument.

03-07-13 10:00:00

Page 3 of 4

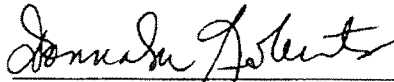
Initials:



Form 3170 1/01

Instr: 200107130026297 07/13/2001  
P: 19 of 20 F: \$86.00 2:06PM  
Diana Marchese T20010023967  
Trumbull County Recorder BXR/LAND

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



**DONNA M ROBERTS**

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Instr: 200107130026297 07/13/2001  
P: 20 of 20 F: \$86.00 2:06PM  
Diana Marchese T20010023867  
Trumbull County Recorder EXAM LEND

SURVIVORSHIP DEED

Instr: 200208260031771 08/26/2002  
 P: 1 of 2 F: \$14.00 3:38PM  
 Diana Marchese T20020825779  
 Trumbull County Recorder BX(62)SCHU

**Know all Men by these Presents:****That I, DONNA M. ROBERTS, Single****of Trumbull County, Ohio,***for valuable consideration paid, Grant(s), (Covenants, if any), to***ANDRE L. RILEY and ADEA B. RILEY, Husband and Wife***for their joint lives, remainder to the survivor of them,**whose tax mailing address is (addresses are):* 494 Olive Street NE  
Warren, Ohio 44483*the following described Real Property: (Description of land or interest therein and encumbrances, reservations, and exceptions, if any)*

Situating in the City of Warren, County of Trumbull and State of Ohio:

And known as the South end of Lots Nos. twenty-two (22) and twenty-three (23) in the Sutliff Addition to the City of Warren, Ohio, as recorded in Trumbull County Records of Plats, Book 6, Page 18, and bounded and described as follows:

Beginning at the southwest corner of Lot No. twenty-three (23) thence along the south line of said Lots Nos. twenty-two (22) and twenty-three (23), one hundred (100) feet; thence north along the east line of said Lot No. twenty-two (22), forty-five (45) feet; thence west along a line drawn parallel with the south line of said Lots Nos. twenty-two (22) and Twenty-three (23) and forty-five (45) feet north therefrom to the west line of Lot No. twenty-three (23); thence south along the west line of Lot No. twenty-three (23), forty-five (45) feet to the place of beginning.

Said parcel has a frontage of forty-five (45) feet on the east side of Olive Street, and is one hundred (100) feet in depth or equal width, being the same more or less but subject to all legal highways.

PERMANENT PARCEL #39-448900

KNOWN FOR STREET NUMBERING PURPOSES AS:

494 Olive Street NE  
Warren, Ohio 44485REAL PROPERTY TRANSFER TAX  
TRANSFERRED AND PAID

60¢ AUG 26 2002

In the Amount Of 76.00  
David A. Hines, Trumbull County AuditorSTATE OF OHIO, TRUMBULL COUNTY  
THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS OFFICE.IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY NAME AND OFFICIAL SEAL November 4, 2002INST. # 200208260031771BY: Diana Marchese, RECORDERPrior Instrument Reference: Instrument #200107130026296  
of TRUMBULLof the Deed Records  
County, Ohio.



Instr: 200208260031771 08/26/2002  
 P: 2 of 2 F: \$14.00 3:30PM  
 Diana Marchese T20020025779  
 Trumbull County Recorder BX(62)SCHU

And \_\_\_\_\_, wife/husband of the Grantor

Releases all rights of dower therein.

WITNESS my/our hands this 22<sup>ND</sup> day of AUG., 2002.

X Donna M. Roberts pos Janice Perry  
 DONNA M. ROBERTS pos JANICE PERRY

STATE OF ~~OHIO~~  
 CT

COUNTY OF TRUMBULL  
 FAIRFIELD

ss: STRATFORD

Be it remembered, that on the 22<sup>ND</sup> day of AUGUST, 2002, before me,  
 the subscriber, a Notary Public, in and for said County and State, personally appeared  
 DONNA M. ROBERTS pos JANICE PERRY, the Grantor(s) in the foregoing Deed, and  
 acknowledged the signing thereof to be her voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my  
 official seal on the day and year last aforesaid.

X Scott M. Jacob  
 NOTARY PUBLIC

NOTARIAL  
 SEAL

My Commission Expires: 12/3/03

SCOTT M. JACOB  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES DEC 31, 2003

This instrument was prepared by:

THOMAS E. SCHUBERT, J.D.  
 138 E. Market Street  
 Warren, Ohio 44481

Exhibit 402  
254 Fonderlac



Supreme Court of Ohio  
Case No. 03-0137  
Date Rec'd 7/9/03

462

B-95-205/md/3-3-95

362796

WARRANTY DEED, General, Short Form, No. 102-B (Ohio Statutory Form)

The Ohio Legal Blank Co., Cleveland  
Publishers and Dealers Since 1883

# Know all Men by these Presents

That

VERNON C. KISTLER and MARY L. KISTLER,  
husband and wife

(insert marital status)

of Trumbull

County, Ohio,

for valuable consideration paid, Grant(s), with general warranty covenants, to

DONNA M. ROBERTS

whose tax mailing address is

254 Fonderlac  
Warren, Ohio 44484STATE OF OHIO, TRUMBULL COUNTY  
THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
OFFICE.IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
NAME AND OFFICIAL SEAL November 4, 2022INST. # Official record 918 pg 853 Don Marchese, RECORDERBY: Frederick A. Moore, Jr. Public Record

the following described Real Property:

Situating in the Township of Howland, County of Trumbull and State of  
Ohio:Being all of Lot 39 in the Avalon Estates Plat No. 3 as recorded in  
Volume 39, Page 14, Trumbull County Record of Plats.Said Lot No. 39 has a frontage of 100 feet on the westerly side of  
Fonderlac Drive and extends back therefrom between parallel lines  
a distance of 173 feet and has a rear line of 100 feet, as appears  
by said plat, be the same more or less but subject to all legal  
highways.

Subject to restrictions, easements and conditions of record, if any.

RECEIVED FOR RECORD  
At 11:51 O'CLOCK A M

MAR 13 1995

DIANA J. MARCHESE  
Recorder of Trumbull County14<sup>00</sup>

REAL PROPERTY TRANSFER TAX TRANSFERRED AND PAID	
MAR 13 1995	
In The Amount Of	572.00
David A. Hines	
DAVID A. HINES, COUNTY AUDITOR	

Prior Instrument Reference: Vol. OR 842 Page 749 of the Deed

Records of Trumbull County, Ohio.

This is a General Warranty Deed—Ohio Statutory Form\*

\* See Sections 5302.05 and 5302.06 of the Revised Code of Ohio as to covenants made and the warranties given by the Statutory Form  
of General Warranty Deed.

918 PAGE 853

Jackson Apx. Vol. 25  
Page 167

And \_\_\_\_\_ wife (husband) of the Grantor releases  
all rights of dower therein.

Witness our hand(s) this 10<sup>th</sup> day of March 19 95.

Signed and acknowledged in presence of:

Michele R. Duncan  
Witness Michele R. Duncan  
Kimberly Cunningham  
Witness Kimberly Cunningham

Vernon C. Kistler  
Vernon C. Kistler  
Mary L. Kistler  
Mary L. Kistler

State of Ohio County of Trumbull ss.

Be It Remembered, That on the 10<sup>th</sup> day of March 19 95,  
before me, the subscriber, a Notary Public in and for said county,

personally came Vernon C. Kistler and Mary L. Kistler,  
husband and wife

the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be  
their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed  
my name and affixed my Notary seal  
on the day and year last aforesaid.

Kimberly Cunningham  
Notary Public  
KIMBERLY CUNNINGHAM, Notary Public  
State of Ohio  
My Commission Expires July 22, 1999

This instrument was prepared by Richard G. Bauman  
Attorney-at-Law

362796



(Statutory Form)

FROM

Vernon C. Kistler  
and  
Mary L. Kistler

TO

Donna M. Roberts

Transferred

19

County Auditor

State of Ohio,

County, ss.

Presented for record on the

day

of 19 , at

o'clock, M.

Recorded

19

in Deed Book No.

Page

County Recorder

BAUMAN LAND TITLE, LTD.

362797

STATE OF OHIO, TRUMBULL COUNTY  
THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
OFFICE.

IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
NAME AND OFFICIAL SEAL November 4, 2002

INST. # Official Seal 918 pg 855  
BY: Diana J. Marchese

RECEIVED FOR RECORD

At 11:52 O'CLOCK A M

MAR 13 1995

DIANA J. MARCHESE  
Recorder of Trumbull County

[Space Above This Line For Recording Data]

95073

06-16-16314

## OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 9  
19 95. The mortgagor is DONNA M. ROBERTS, a single woman

and whose mailing address is 254 FONDERLAC

WARREN, OH 44484

("Borrower"),

This Security Instrument is given to METROPOLITAN SAVINGS BANK OF OHIO  
, which is organized and existing under the laws of OHIO, and whose address is  
1 Federal Plaza West, Youngstown, Ohio 44501 ("Lender").  
Borrower owes Lender the principal sum of Eighty Thousand and No/100 -----  
Dollars (U.S. \$ 80,000.00). This debt

is evidenced by the Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2025  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and  
all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under  
paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and  
agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant  
and convey to Lender the following described property located in TRUMBULL County, Ohio:

Situated in the Township of Howland, County of Trumbull, and State of Ohio:

Being all of Lot 39 in the Avalon Estates Plat No. 3 as recorded in Volume 39, Page 14,  
Trumbull County Records of Plats.

Said Lot No. 39 has a frontage of 100 feet on the westerly side of Fonderlac Drive and  
extends back therefrom between parallel lines a distance of 173 feet and has a rear line  
of 100 feet, as appears by said plat, be the same more or less but subject to all legal  
highways.

which has the address of 254 FONDERLAC  
Ohio 44484 ("Property Address");

WARREN  
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.  
All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM (R) / MET/MSI / 602

OHIO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3036 9/90

MET FORM# 31-42-99

918 PAGE 855

TLC Jackson Apx. Vol. 25  
Page 169





Pages 2 through 5 have been previously recorded as part of a master mortgage form in the counties listed below:

By executing and delivering this Mortgage and the promissory note or notes secured hereby, the parties agree that pursuant to Section 5302.16 of the Ohio Revised Code all of the provisions of the Master Mortgage Form hereinafter referred to are hereby incorporated into this mortgage by reference. The Mortgagor hereby acknowledges receipt of a copy of said Master Mortgage Form prior to the execution of this mortgage. The said Master Mortgage Form above referred to was recorded in the mortgage records of the Recorder's Offices of the following counties in Ohio in the volume and page designated after the name of each county, to wit:

BELMONT COUNTY:	Volume 593	Page 313
COLUMBIANA COUNTY:	O.R.V. 344	Page 203
JEFFERSON COUNTY:	Volume 112	Page 989
MAHONING COUNTY:	O.R. 1707	Page 111
TRUMBULL COUNTY:	O.R. 716	Page 959

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]               |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Eric Martin  
Eric Martin

Audrey Rice  
Audrey Rice

Donna H. Roberts (Seal)  
DONNA H. ROBERTS -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
[Space Below This Line For Acknowledgment]

STATE OF OHIO, TRUMBULL County ss:

On this, the 9th day of March, 19 95, before me, a Notary Public in and for said County and State, personally appeared DONNA H. ROBERTS

the individual(s) who executed the foregoing instrument and acknowledged that she did examine and read the same and did sign the foregoing instrument, and that the same is her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

My Commission expires: Oct 5, 1999  
Notary Public

This Instrument Prepared By:

METROPOLITAN SAVINGS BANK OF OHIO

**ADJUSTABLE RATE LOAN RIDER****3 YEAR ADJUSTABLE RATE MORTGAGE**

**NOTICE: THE SECURITY INSTRUMENT CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made of even date, and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the "Borrower" to secure Borrower's Note to **METROPOLITAN SAVINGS BANK OF OHIO** (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument.

**Modifications:** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**I. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

Beginning on the date of this Note, I will pay interest at a yearly rate of 8.3750 % (the "Initial Interest Rate"). The interest rate that I will pay will change in accordance with Section 4 of this Note until my loan is paid. Interest rate changes may occur on the 1st day of the month beginning on April, 1998 and on that day of the month every 36 months thereafter. Each date on which the rate of interest may change will be called a "Change Date".

[Check one box to indicate Index.]

**(A) The Index**

Beginning with the first Change Date, my interest rate will be used on an Index. The "Index" is the:

(Check one box to indicate Index.)

- ☒ \* (i) Weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board.
- ☐ \* (ii) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
- ☐ \* (iii) The interest rates offered by the Lender on similar property classifications and loan to value (based on your original loan to value) 45 days prior to each Change Date.
- ☐ \* (iv)

"If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first index named will apply."

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(B) Setting the New Interest Rate**

- (i) Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three-Fourths percentage points (2.7500 %) to the Current Index. The sum, subject to the provisions set forth in section (B)(ii) and (B)(iii) will be my new interest rate until the next Change Date.
- (ii) The interest rate cannot be changed by more than 2.0000 percentage points at any Change Date.
- (iii) My interest rate will never be greater than 14.3750 %, which is called the "Maximum Rate".

**2. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

**3. PRIOR LIENS**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

**4. TRANSFER OF THE PROPERTY**

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

 (Seal)  
DONNA M. ROBERTS -Borrower

\_\_\_\_ (Seal)  
-Borrower

STATE OF OHIO, TRUMBULL COUNTY  
THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
OFFICE.

IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
NAME AND OFFICIAL SEAL November 4, 2002

INST. # Official 1100 1053 Pg 471  
BY: William M. Meehan, Recorder  
William M. Meehan, Deputy Recorder

This instrument prepared by,  
recording requested by, and when  
recorded mail to:

First Deposit National Bank  
c/o Mortgage Processing  
P.O. Box 9120  
Pleasanton, CA 94566

RECEIVED FOR RECORD  
09/13/1996 15:09:16  
Piana, Meehan  
Recorder  
TRUMBULL COUNTY, OH  
Document No 960011369  
Book/Page 1053/471  
Receipt No. 7364  
Date 09/13/1996 15:09:16  
Total 30.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

#### OPEN-END MORTGAGE

**THIS MORTGAGE** ("Mortgage") is made on September 09, 1996 by DONNA M. ROBERTS, SINGLE ("Borrower") whose address is 254 FONDERLAC STREET SOUTHEAST, WARREN, Ohio 44484 and First Deposit National Bank, which is organized and existing under the laws of the United States of America, and whose address is 295 Main Street, Tilton, NH 03276 ("Lender"). Borrower owes Lender the principal sum of Thirty One Thousand Two Hundred and No/100 Dollars (U.S. \$31,200.00) (the "Credit Limit") as evidenced by Borrower's First Deposit National Bank Account Agreement dated even date herewith ("Agreement"). This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest thereon, and all renewals, future advances, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest thereon, advanced to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement. For this purpose, Borrower irrevocably does hereby mortgage, warrant, grant and convey to Lender, the following described property located in TRUMBULL County, State of Ohio which has the address of 254 FONDERLAC STREET SOUTHEAST, WARREN, Ohio 44484 ("Property Address") and which is more particularly described in Exhibit "A" attached hereto and made a part hereof;

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing are hereinafter referred to as the "Property."

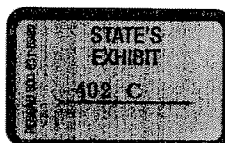
Borrower and Lender covenant and agree as follows:

1. **TITLE.** Borrower warrants and covenants that Borrower has good and marketable title to the Property and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower will defend title to the Property against all claims and demands, subject to any encumbrances of record.

2. **ADJUSTABLE MORTGAGE LOAN PROVISIONS.** The Agreement contains provisions which permit (a) increases and decreases to the rate of interest provided in the Agreement on a monthly basis prior to the Conversion Date (as defined herein) and thereafter; (b) increases and decreases to the rate of interest and payments of principal and interest on a semi-annual basis; and (c) a limitation on increases and decreases to said interest rate and monthly payment amount. Reference is made to the Agreement for a complete description of the variable rate terms of the indebtedness secured by this Mortgage.

3. **OPEN-END CREDIT.** The Agreement provides that for the first 10 years after the date of the Agreement, the credit secured by the Property is an open-end revolving line of credit. At the end of approximately 10 years from the date of the Agreement (the "Conversion Date"), any principal amounts owed and outstanding under the Agreement will convert to an adjustable rate, adjustable payment, non-revolving fully amortizing 5 year term loan, as provided in the Agreement, with a maturity date of September 09, 2011. All outstanding interest is due and payable no later than the Conversion Date. The Mortgage will continue to secure payment of all sums due and payable under the terms of the Agreement. Borrower's obligations under the Agreement shall be satisfied, and this Mortgage shall be released and a satisfaction of mortgage shall be furnished to Borrower upon (i) receipt by Lender of a written request from Borrower to close the First Deposit National Bank Account (the "Account") evidenced by the Agreement; and (ii) payment in full of the indebtedness secured hereby.

4. **FUTURE ADVANCES.** The lien of the Mortgage secures the existing indebtedness under the Agreement and any future advances made under the Agreement or the Mortgage plus interest thereon, attorneys' fees, if permitted by law, and costs. All advances will have the same lien priority as the advance initially made under the Agreement. The unpaid balance of the revolving line of credit under the Agreement may at certain times be zero; the interest of Lender herein will remain in full force and effect notwithstanding a zero balance at any time.



5. **RIDERS TO THIS MORTGAGE.** If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)]

☐ Condominium/Planned Unit Development Rider

☐ 1-4 Family Rider

**NOTICE:** See the attached pages which are incorporated herein by this reference into this Mortgage for additional agreements, terms and provisions contained in this Mortgage.

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it and acknowledges receipt of a copy of this Mortgage and any rider.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Colleen Mann  
Print Name: Colleen Mann

Donna M. Roberts (Seal)  
Borrower DONNA M. ROBERTS

Christine M. Adkins  
Print Name: Christine M. Adkins

\_\_\_\_\_  
Borrower (Seal)

STATE OF OHIO Cuyahoga County ss:

On this 9 day of September 19 96 before me, a Notary Public in and for said County and State, personally appeared Donna M. Roberts the individual(s) who executed the foregoing instrument and acknowledged that she he did examine and read the same and did sign the foregoing instrument, and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission expires:

COLLEEN MANN, Notary Public  
State of Ohio, Cuyahoga County  
My Commission Expires May 10, 1997

Colleen Mann (SEAL)  
Notary Public

This instrument was prepared by: First Deposit National Bank  
295 Main Street  
Tilton, NH 03276

-----[Space Below This Line Reserved For Lender and Recorder]-----

### ADDITIONAL TERMS OF MORTGAGE

**A. IMPOUND ACCOUNTS.** So long as Borrower pays, prior to delinquency, all yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over the Mortgage and ground rents on the Property, if any, plus all premiums for hazard insurance and mortgage insurance, if any, Lender waives the requirements of the following. Thereafter, until the Agreement is paid in full, Borrower will pay to Lender when monthly payments are due under the Agreement, a sum ("Funds") for: (a) one-twelfth yearly taxes and assessments which may attain priority over this Mortgage as a lien on the Property; (b) one-twelfth yearly leasehold payments or ground rents on the Property, if any; (c) one-twelfth yearly hazard or property insurance premiums; (d) one-twelfth yearly flood insurance premiums, if any; (e) one-twelfth yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount allowed by law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless applicable law requires interest to be paid, Lender is not required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage.

If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower will pay to Lender the amount necessary to make up the deficiency. Borrower will make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums and closing of the account secured by this Mortgage, Lender will promptly refund to Borrower any Funds held by Lender. If Lender acquires or sells the Property, Lender, prior to the acquisition or sale of the Property, will apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Mortgage.

**B. LIENS; PRESERVATION OF PROPERTY.** Borrower will perform all of its obligations under any security agreement with a lien which has priority over this Mortgage, including making payments when due. Borrower will pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments, or ground rents, if any. Borrower will keep the Property in good condition and repair and will not commit waste or permit impairment or deterioration of the Property or use it in a destructive manner and shall comply with any lease provisions if this Mortgage is a leasehold. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. Lender may make or cause to be made reasonable entries upon and inspection of the Property, including, without limitation, for the purpose of conducting environmental inspections and audits. If Borrower is in default, or if any proceeding is commenced which materially affects Lender's interest in the Property, or the Property is damaged, Lender may without notice to or demand on Borrower make such appearances, advance such sums, and take such actions as Lender deems necessary or advisable to protect Lender's interest. Any amounts which Lender advances on Borrower's behalf will be added to Borrower's indebtedness and this Mortgage shall from the date thereof secure the repayment of such advances with interest.

**C. INSURANCE.** Borrower will maintain and pay for property damage and flood (if required) insurance on the improvements now existing or hereafter erected on the Property as required by the Agreement. In the event of loss, Borrower will give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds will be applied to restore or repair the Property damaged if economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower and such application will not extend or postpone the due date of the monthly payments due under the Agreement or change the amount of the payments. If Borrower abandons the Property, or does not answer within 30 days after the date the notice is given by Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not the sums are then due and such application will not extend or postpone the due date of the monthly payments due under the Agreement or change the amount of the payments. If Lender acquires the Property, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition will pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.



**D. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to Lender and will be applied to the sums secured by this Mortgage whether or not the sums are then due and such application will not extend or postpone the due date of any payments under the Agreement. If Borrower abandons the Property, or does not answer within 30 days after the date notice is given by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, then Lender can collect and apply the proceeds, at its option, either to restore or repair the Property or to the sums secured by this Mortgage, whether or not the sums are then due and such application will not extend or postpone the due date of any payments under the Agreement.

**E. DEFAULT:** Borrower will be in default hereunder if Borrower fails to meet the repayment terms in the Agreement or Borrower's action or inaction adversely affects the Property or Lender's rights in the Property, including, but not limited to:

- (a) failure to maintain required insurance on the Property;
- (b) Borrower's transfer of the Property;
- (c) failure to maintain the Property, or use of it in a destructive manner;
- (d) commission of waste;
- (e) failure to pay taxes on the Property or otherwise fail to act and thereby cause a lien to be filed against the Property that is senior to this lien;
- (f) death of all Borrowers;
- (g) the Property is taken through eminent domain;
- (h) a judgment is filed against Borrower and subjects Borrower and the Property to action that adversely affects Lender's interest;
- (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected; or
- (j) Borrower engages in fraud or material misrepresentation, in connection with any phase of this home equity line of credit.

If Borrower is in default, Lender has all the remedies provided under the Agreement and this Mortgage and by law, including, without limitation, terminating the Account, requiring Borrower to pay the entire outstanding balance in one payment, charging Borrower any fees related to the collection of the amount owing, and for protection of the Property including, without limitation, costs and expenses incurred in connection with environmental inspections and audits.

**F. FORECLOSURE.** In the event of a default, Lender may immediately commence foreclosure proceedings against the Property through judicial proceeding, pursuant to applicable law and proceed to sell the Property or to cause the same to be sold in accordance with said statutes in a single parcel or in several parcels at Lender's option. Lender will apply sale proceeds derived from a judicial foreclosure sale, first, to all reasonable costs; then to sums secured by the Mortgage; and then to the persons legally entitled to it. "Costs" include attorneys' fees (including fees for attorneys employed by us or our agents) if permitted by law, Mortgagee's fees, expenses of attempted collection, protecting the Property, including, without limitation, costs and expenses incurred in connection with environmental inspections and audits, providing insurable title to a purchaser, and other expenses Lender incurs to enforce its rights under the Agreement or the Mortgage.

**G. LIEN ON RENTS.** To the extent allowed under applicable law, as additional security hereunder, Borrower hereby grants to Lender a lien on the rents of the Property, provided that prior to acceleration of the Mortgage or abandonment of the Property, Borrower can collect and retain such rents as they become due and payable. Upon acceleration of the Mortgage or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver will be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver will be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, any premium on receiver's bonds and reasonable attorneys' fees, if permitted by law, and then to the sums secured by this Mortgage. Lender and the receiver are liable to account only for those rents actually received.

**H. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph K. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage and warrant such Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

**I. NOTICES.** Except as otherwise required by law, notices to Lender or Borrower shall be given in the manner provided in the Agreement.

**J. GOVERNING LAW, SEVERABILITY.** Subject to principles governing choice of law, this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States applicable to national banks, and, where no such federal laws or regulations apply, by the laws of the State of New Hampshire, and the *in rem* rights, remedies and procedures of the state in which the Property is located and by the rules and regulations promulgated thereunder. If any paragraph, clause or provision of this Mortgage or the Agreement or any other obligation secured by this Mortgage is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the Agreement or other obligations secured by this Mortgage.

**K. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**L. HAZARDOUS SUBSTANCES.** Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law; notwithstanding foreseeing the presence, use, or storage on the Property results from small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used herein, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; and "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**M. INJURY TO PROPERTY.** All causes of action of Borrower, whether accrued before or after the date of the Mortgage, for damage or injury to the Property described in the Mortgage or any part hereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of material fact are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by the Mortgage or to any deficiency under the Mortgage or release any moneys so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

**N. FEES.** Lender, or its successors and assigns, may charge and Borrower agrees to pay a reasonable preparation of payoff demand fee and a release fee for each full or partial release of the Mortgage together with any fees or charges assessed for recording each such full or partial release if permitted under applicable law at the time of any release. Lender may charge Borrower a reasonable fee for any services rendered to Borrower or on Borrower's behalf pursuant to the Mortgage or the Agreement to the extent permitted under applicable law. Any such charge shall be secured by the Mortgage, and Borrower agrees to pay the same upon demand, together with interest thereon from the date of such charges at the rate payable from time to time on outstanding principal under the Agreement.

**O. OFFSETS.** No indebtedness secured by this Mortgage shall be deemed to be offset or to be offset or compensated by all or part of any claim, cause of action, or counterclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender.

**P. SEVERABILITY.** Any provision of this Mortgage which is prohibited or unenforceable shall be ineffective to the extent of such prohibition to such unenforceability without invalidating the remaining provisions thereof.

EXHIBIT "A"

SITUATED IN THE TOWNSHIP OF HOWLAND, COUNTY OF TRUMBULL AND STATE OF OHIO: BEING ALL OF LOT 39 IN THE AVALON ESTATES PLAT NO. 3 AS RECORDED IN VOLUME 39, PAGE 14, TRUMBULL COUNTY RECORDS OF PLATS. SAID LOT NO. 39 HAS A FRONTAGE OF 100 FEET ON THE WESTERLY SIDE OF FONDERLAC DRIVE AND EXTENDS BACK THEREFROM BETWEEN PARALLEL LINES A DISTANCE OF 173 FEET AND HAS A REAR LINE OF 100 FEET, AS APPEARS BY SAID PLAT, BE THE SAME MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS.

ADDRESS KNOWN AS: 254 FONDERLAC STREET SE, TRUMBULL, OHIO 44484

PP# 28-900554



SE0544  
Ohio Mortgage  
July 17, 1996

OR Book 1053 Page 476

Page 6

Instr: 200104240014330 04/24/2001  
 Pages: 1 of 6 F: \$30.00 1:49PM  
 Diana Marchese T20010015875  
 Trumbull County Recorder EFFIRST UN

**Prepared By:**

Donna Carey

First Union National Bank of Delaware

C/O Service Center

1000 Louis Rose Place

2nd Floor, Suite B

Charlotte, NC 28262

**Parcel Number:** 28-900554**Account Number:** 888 8881304931/0006695690**When Recorded, Return To:**

First Union National Bank of Delaware

C/O Service Center

1000 Louis Rose Place

2nd Floor, Suite B

Charlotte, NC 28262

82-352825

**MORTGAGE**

THIS MORTGAGE is made this day **April 12, 2001**, between the Mortgagor, **DONNA M ROBERTS, UNMARRIED WOMAN**, whose mailing address is the property address (herein "Borrower"), and the Mortgagee, **First Union National Bank of Delaware**, a national banking association organized and existing under the laws of the United States of America, whose address is One Rodney Square, 920 King Street, Wilmington, DE 19801 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. **\$75,000.00**, which indebtedness is evidenced by Borrower's Note dated **April 12, 2001** and extensions, modifications and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on **April 17, 2031**.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **TRUMBULL**, State of **OHIO**:

**SEE ATTACHED SCHEDULE A.**

which has the address of **254 FONDERLAC ST SE, WARREN, OH 44484** and **Parcel No. 28-900554** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

**Any Rider ("Rider") attached hereto and executed on even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.**

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

**2. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**3. Hazard Insurance.** a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flood, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower

STATE OF OHIO, TRUMBULL COUNTY  
 THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
 CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
 OFFICE.  
 IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
 NAME AND OFFICIAL SEAL November 4, 2002

Donna Marchese, RECORDER  
 INST. # 200104240014330  
 BY: Trumbull County Recorder

Instr: 200104240014330 04/24/2001  
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 Diana Marchese T20010013875  
 Trumbull County Recorder EPF1ST UN

shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly to Borrower.

c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

d) Except as provided in subparagraph 3(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to the Lender's satisfaction, shall be applied to the sums secured by this Deed of Trust, Deed to Secure Debt, or Mortgage. Borrower further agrees to cooperate with Lender by endorsing all, checks, drafts and/or other instruments evidencing insurance proceeds; and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within thirty (30) days after Lender sends borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrowers behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Deed of Trust, Deed to Secure Debt, or Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.

e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 15 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument.

**4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**5. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, from the date of disbursement, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

**6. Inspection.** Lender may make or cause to be made reasonably within upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**8. Borrower Not Released; Forbearance By Lender Not a Waiver.** The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the



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property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder to the extent permitted by applicable law.

Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**9. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 14, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

**10. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**11. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**12. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

**13. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**14. Transfer of the Property or a Beneficial Interest in Borrower, Assumption.** As used in this Section 14, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 10 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies by this Security Instrument without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**15. Default; Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such

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option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession shall have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in some newspaper published in said county, and upon payment of the purchase money, the Lender, or owner of the debt and Mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors, a good and sufficient deed to the property sold; the Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance if any, shall be paid over to the said Borrowers or to whom ever then appears of record to be the owner of said property. The Lender may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder.

**16. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, this Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**17. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under paragraph 15 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those past due. The Lender shall be liable to account only for those rents actually received prior to foreclosure sale as provided in paragraph 15. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

**18. Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

**19. Legislation.** If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

**20. Satisfaction.** Upon payment of all sums secured by this Mortgage, the conveyance of the property pursuant to this Mortgage shall become null and void and Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

**21. Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and courtesy in the Property.

**22. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower

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Diana Marchese T20010013875  
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learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

McKenzie Roberts  
Witness (sign name)  
McKenzie Roberts  
Witness (print name)

Donna M Roberts [SEAL]  
DONNA M ROBERTS

Jay Lamb  
Witness (sign name)  
Jay Lamb  
Witness (print name)

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Diana Marchese T20010013876  
Trumbull County Recorder EPFIRST UN

[Space Below This Line For Acknowledging]

STATE OF OHIO )  
COUNTY OF TRUMBULL ) SS

On (date) APRIL 11, 2001 before me personally appeared **DONNA M ROBERTS**, whose name(s) is/are signed to the foregoing conveyance and who is/are personally known to me or proved to me on the basis of satisfactory evidence, who acknowledged before me on this day, that, being informed of the contents of this conveyance, he/she/they executed the same voluntarily.

WITNESS my hand and official seal.

NOTARIAL  
SEAL

Signature: Nancy G. Guntow (SEAL)

My Commission Expires: 8/31/05

This Instrument Was Prepared By: Donna Carey  
First Union National Bank of Delaware  
C/O Service Center  
1000 Louis Rose Place  
2nd Floor, Suite B  
Charlotte, NC 28262

#### Legal Description

All that certain parcel of land situated in TOWNSHIP OF HOWLAND being known as All that certain property situated in TOWNSHIP OF HOWLAND in the county of TRUMBULL and state of OHIO and being described in a deed dated 03/06/1995 and recorded 03/13/1995 in book 918 page 853 among the land records of the county and state set forth above and referenced as follows: LOT 39, AVALON ESTATES # 3, PLAT BOOK 39, PLAT PAGE 14 254 FONDERLAC STREET SOUTHEAST WARREN OHIO 44484

PARCEL ID NUMBER: 28-900554 and being more fully described in Deed Book 918 Page 853 recorded on 03/13/1995 among the land records of TRUMBULL County, OH.

Parcel ID Number: 28-900554

PNB#: 4498451100413026

## ASSIGNMENT OF MORTGAGE

Instr: 200108030029773 08/03/2001  
 P: 1 of 2 F: \$16.00 1:47PM  
 Diana Marchese T20010026599  
 Trumbull County Recorder EPIRWIN HO

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, PROVIDIAN NATIONAL BANK, a national bank organized and existing under the laws of the United States, whose address is 295 Main St., Tilton, NH 03276 (assignor), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain note(s) described therein together with all interest secured thereby, all beneficial interest under and any rights due or to become due thereon to BANKERS TRUST COMPANY, as Trustee, under the pooling and servicing agreement dated as of April 1, 1999, whose address is Four Albany Street, New York, NY 10006, its successors or assigns (assignee). Said mortgage executed by DONNA M ROBERTS to FIRST DEPOSIT NATIONAL BANK and recorded in the record of mortgages Volume 1053, Page 471 and or Instrument# 960011369 on n/a in the office of then Recorder of TRUMBULL, Ohio. More particularly described as follows (if needed), to wit:

IN WITNESS WHEREOF, the undersigned has hereunto set its corporate hand by its proper officers this 3rd day of June, 1999  
 PROVIDIAN NATIONAL BANK, F/K/A First Deposit National Bank

BY: Kansas Wilson  
 Vice President

Attested by: J. Ursini  
 Asst. Secretary

Signed and Acknowledged in the Presence of:

Edith Calderon witness

Mary Lou Bagabaldo witness

STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES

Before me, the undersigned, a Notary Public in and for said County, personally appeared Kansas Wilson and J. Ursini respectively, of PROVIDIAN NATIONAL BANK, F/K/A First Deposit National Bank who as such officers for and on its behalf acknowledged the execution of the foregoing instrument. Witness my hand and Notary Seal.

Jim Beasley Notary Public  
 My commission expires: 02/26/2003

Prepared by:  
 D. Colon/NTC, 101 N. Brand #1800, Glendale, CA 91203 (800) 346-9152  
 When recorded return to:  
 Bankers Trust Co., of CA  
 3 Park Plaza, 16th Fl.,  
 Irvine, CA 92614



PROVA MH 93MH



STATE OF OHIO, TRUMBULL COUNTY  
 THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS OFFICE.

IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY NAME AND OFFICIAL SEAL November 4, 2002

INST. # 200102030029773 Diana Marchese, RECORDER

BY: Judith C. Moore Deputy Recorder



Instr: 200108030029773 08/03/2001  
p: 2 of 2 F: \$16.00 1:47PM  
Diana Marchese T20010026589  
Trumbull County Recorder EPIRWIN HO

**EXHIBIT "A"**

SITUATED IN THE TOWNSHIP OF HOWLAND, COUNTY OF TRUMBULL AND STATE OF OHIO:  
BEING ALL OF LOT 39 IN THE AVALON ESTATES PLAT NO.3 AS RECORDED IN VOLUME 39,  
PAGE 14, TRUMBULL COUNTY RECORDS OF PLATS. SAID LOT NO. 39 HAS A FRONTAGE OF  
100 FEET ON THE WESTERLY SIDE OF FONDERLAC DRIVE AND EXTENDS BACK  
THEREFROM BETWEEN PARALLEL LINES A DISTANCE OF 173 AND HAS A REAR LINE OF  
100 FEET, AS APPEARS BY SAID PLAT, BE THE SAME MORE OR LESS BUT SUBJECT TO ALL  
LEGAL HIGHWAYS.

ADDRESS KNOWN AS : 254 FONDERLAC STREET SE, TRUMBULL, OHIO 44484

PP# 28-900554

Instr: 200108030029774 08/03/2001  
 P: 1 of 2 F: \$16.00 1:49PM  
 Diana Marchese T20010026589  
 Trumbull County Recorder EPIRWIN HO

5002991

## SATISFACTION OF MORTGAGE

Know all Men by These Presents, That BANKERS TRUST COMPANYdoes hereby certify, that a certain MORTGAGE DEED, recorded the 13THday of SEPTEMBER 1996, in Record of Mortgages, Vol 1053Page 471, in the Office of the Recorder of TRUMBULL County, OHIOexecuted by DONNA M. ROBERTS, SINGLEto BANKERS TRUST COMPANYon the following real estate, situated in the County of TRUMBULLState of OHIO; 254 FONDERLAC STREET SOUTHEAST, WARREN, OH 44484SEE ATTACHED EXHIBIT "A"

has been FULLY PAID and SATISFIED, and the Recorder is authorized to discharge the same of record.

IN WITNESS WHEREOF, the holder of said Mortgage has caused this instrument to be Executed in its behalf by its duly authorized agent this JUN 06 2001 day of MAY, 2001.

Signed and Acknowledged in the Presence of

BANKERS TRUST COMPANY

[Signature]  
[Signature]  
 Norma Rosendiz

[Signature]  
 Almee Kemmeter  
 Assistant Vice President

Martin Hernandez

STATE OF CALIFORNIA

COUNTY OF Orange

I, T.S. Tripp, a Notary Public for said County and State do hereby certify  
 that Almee Kemmeter personally appeared before me this day and acknowledged  
 that she is the

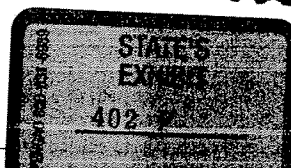
Assistant Vice President of BANKERS TRUST COMPANY, a New York corporation  
 and that by the authority duly given, and as the act of the company, the foregoing instrument  
 was signed in its name by its Assistant Vice President.

WITNESS my hand and official seal or stamp, this JUN 06 2001 day of MAY, 2001.

[Signature]  
 Notary Public



This Instrument Prepared By:  
 IRWIN HOME EQUITY  
 12677 ALCOSTA BLVD., SUITE 500  
 SAN RAMON, CA 94583  
 ATTN: RECONVEYANCE DEPT.



STATE OF OHIO, TRUMBULL COUNTY  
 THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND  
 CORRECT COPY OF A DOCUMENT AS RECORDED IN THIS  
 OFFICE.

IN TESTIMONY WHEREIN HEREUNTO SUBSCRIBED MY  
 NAME AND OFFICIAL SEAL November 7, 2002

Donna Marchese, RECORDER

INST. # 200108030029774  
 BY: Trumbull & Marchese

Instr: 200108030029774 08/03/2001  
P: 2 of 2 F: \$16.00 1:49PM  
Diana Marchese T20010026589  
Trumbull County Recorder EPIRWIN HO

**EXHIBIT "A"**

SITUATED IN THE TOWNSHIP OF HOWLAND, COUNTY OF TRUMBULL AND STATE OF OHIO:  
BEING ALL OF LOT 39 IN THE AVALON ESTATES PLAT NO.3 AS RECORDED IN VOLUME 39,  
PAGE 14, TRUMBULL COUNTY RECORDS OF PLATS. SAID LOT NO. 39 HAS A FRONTAGE OF  
100 FEET ON THE WESTERLY SIDE OF FONDERLAC DRIVE AND EXTENDS BACK  
THEREFROM BETWEEN PARALLEL LINES A DISTANCE OF 173 AND HAS A REAR LINE OF  
100 FEET, AS APPREARS BY SAID PLAT, BE THE SAME MORE OR LESS BUT SUBJECT TO ALL  
LEGAL HIGHWAYS.

ADDRESS KNOWN AS : 254 FONDERLAC STREET SE, TRUMBULL, OHIO 44484

PP# 28-900554

12:30 p.m.

Office

11/19/85

or 11/20/85

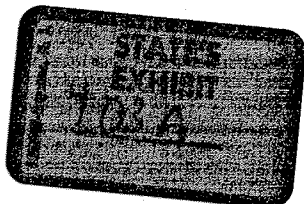
This child exhibited signs of emotional illness — he was talking to himself, laughing out loud, jumping up and down, having conversation with invisible people, and playing with his imaginary dog "Butch." There was no one else in the office around him at this time — "empty seats".

I, Mrs. L. McElroy, walked into the office to get mail out of my mailbox and observed this student seated in the office.

Principal and other students were in the doorway. My presence did not distract or deter his actions, in the least.

Mrs. L. L. McElroy

11/26/85

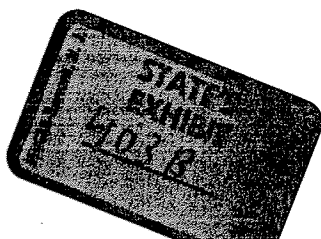


Dear teacher.

Please excuse Nathaniel Jackson from School Monday  
he had to go to the place where the president  
is Thursday at 1:30. So he dont be in school Thursday  
at all because a Roman and Man shoot at him  
So I got to take Nathaniel Back down to the place  
offic. Back my. at 1:30 Thursday

Thank You

Mrs Pauline Kuenen





Student Number: 0016-77-20

The Public Schools  
Youngstown, Ohio  
Department of Pupil Personnel Services

PSYCHOLOGICAL REPORT  
Confidential -- For Professional Use Only

NAME JACKSON, NATHANIEL DOB 2-13-72 TEST DATE 1-17-86  
ADDRESS 314 Pearl Street SEX M REFERRED BY School  
Charles/Pauline  
PARENT(S) Korneagay GRADE 7 SCHOOL Adams Jr. High  
HOME PHONE 743-5365 C.A. 12-11 EXAMINER J. Seiser

REASON FOR REFERRAL Disruptive behavior, Low Achievement

TEST RESULTS

INTELLIGENCE

Wechsler Intelligence Scale for Children - Revised

Verbal I.Q. 72 Performance I.Q. 78 Full Scale I.Q. 73

Bender-Gestalt Test 1 Errors

ACHIEVEMENT

	Grade Placement	Standard Score	Discrepancy Score
<u>Reading</u>			
Woodcock-Johnson Letter-word Ident.	6.4	89	-1.0
Woodcock-Johnson Passage Compre.	4.6	75	-.13
<u>Math</u>			
Woodcock-Johnson Calculation	4.3	63	+1.67
Woodcock-Johnson Applied Problems (reasoning)	5.2	75	-.13

12-19-85 Vision Screening - Failed - Referred for further testing  
Hearing Screening - Passed

Scales of Independent Behavior	Age Score	Standard Score
Math Skills	12-3	92
Social & Communication Skills	6-5	55
Personal Living Skills	9-3	63
Community Living Skills	9-3	48
Broad Independence	9-0	58

CHAMIEL  
High

page 2 of 5

### BACKGROUND INFORMATION

Nate is the second of four children in his family of 3 boys and 1 girl. Both parents reside in the home. According to his mother, his birth history and early development were normal and there has never been any eating or sleeping problems. His health is generally good and there are no known allergies. According to Mrs. Jackson, Nate gets along all right at home. The only problem she noted is stubbornness.

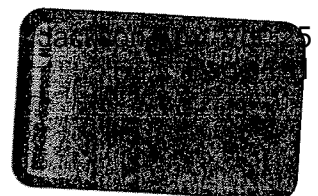
School records show that Nate made fair progress in primary grades in school. Both behavior problems and poor work habits were cited in early reports. He failed four subjects in sixth grade and repeated that year. In his second year of sixth grade he was absent 48-1/2 days, tardy 15 days. Approximately 40 days of those absences were due to disruptions in class and refusal to obey rules. Stanford Achievement test scores on 5/84 indicated both reading and math scores were in the first stanine. Nate is presently in seventh grade and receives remedial services in both reading and math. Behavior has continued to be a problem with frequent reports of constant disruption and disrespect of authority. He is presently failing all subjects and was referred for a multifactored evaluation.

### Observations

Nate was first seen in the assistant principal's office where he was sent after about an hour's search to locate him in school. He is rather small for his age, was somewhat unkempt, and sat slouched in his chair. He was somewhat resistant to coming into the testing session and walked up the stairs at a snail's pace. He spoke very freely with a great deal of prejudice and hostility towards whites and made many tough, verbal threats. At first, he refused to complete some of the testing and called it "baby stuff" he didn't have to do. Eye contact was very poor throughout and he, sometimes, roamed about the room in a very casual manner. As the session progressed, he loosened up a bit and worked efficiently at tasks he enjoyed. As he became more cheerful, he spoke freely of celebrating his upcoming birthday and bragged about the drinking and drugs he was to enjoy. He was pleased with himself on a few occasions when he felt he had good success. Eventually all requested tasks, including the "baby ones" he'd originally refused to do, were completed. While those behaviors may have depressed the scores somewhat, the scores are probably in the appropriate ranges.

### Test Results

**Ability:** Nate's scholastic ability, measured on the WISC-R, is in the Borderline (Slow Learner range). Overall, his Verbal and Performance I.Q.'s were similar. Relative strengths for him were his auditory, short term memory, attention to visual details, and ability to do oral arithmetic problems. His vocabulary, ability to formulate verbal concepts, and visual-perceptual organizational skills are below average. Some of those



ATHANIEL  
High

page 3 of 5

scores may be depressed by a lack of cultural opportunities or by his impulsive responses.

**Achievement.** Nate's reading and math skills are fairly consistent with his measured ability. He demonstrated ability to decode words promptly. He made accent errors in more difficult words which it is suspected he would have correctly identified in context. His reading comprehension score was weaker and it appeared that he was losing interest. In the math calculation, he completed complex addition, subtraction with borrowing, some multiplication and division. He did one, double-division, division problem by doing repeated addition. He did not attempt more difficult division or fraction work. He was successful in solving word problems involving money. He had no difficulty in restating the word problem and seemed to know what was expected. A few careless errors depressed his math problem solving score.

A teacher checklist on his communicative status indicates that Nate's skills are below average. Further testing may be completed by the speech clinician.

**Visual-Motor.** Nate copied the nine Bender designs without error. The work was fairly well organized on the page. While some of the designs were weak in angulation, visual-motor maturity is adequate for his age.

**Social-Emotional.** The Scales of Independent Behavior, a measure of adaptive skills, was completed by Mrs. Pavlone, one of Nate's teachers. His gross and fine motor skills are appropriately developed for his age. Independent functioning is subaverage in the areas of social/emotional, personal living, and community living. Specific difficulties include negative peer interaction (hits, fights, name calling, accepts no criticism), inappropriate use of language (vulgarity), cleanliness in personal care, lack of personal responsibility for being in proper place at proper time, and poor work skills (little attention to tasks). Nate also demonstrates disregard for personal property.

The Hahnemann High School Behavior Rating Scale (HHSB), a classroom behavior rating scale, reflects many of these problems. Significant behavior factors on that measure which hamper educational progress include poor interaction, weak reasoning ability, poor work habits, expressed inability, and restless, disturbing behavior. Nate is on task occasionally but not for very long.

In the projectives administered (House-Tree-Person, Incomplete Sentences), Nate made no bones about the fact that he is aggressive, hates whites (except for one boy) and intends to hurt them or anyone else who tries to get "through him". There was no evidence of positive feelings towards anyone, including his teachers and parents. ("Ain't nothin' to me"). He projected the idea that he is afraid of nothing, including consequences of his own misbehavior and he admits he feels no guilt about

ANTHANIEL  
High

Page 4 of 5

it. Nate wants to project a tough guy image and works hard at not letting down his guard. He did admit, but quickly retracted the statement that he is afraid of getting hurt.

He was openly hostile and antagonistic at the beginning of the testing session. While he did let down a bit, he never did relax in the session. It is possible that he views others as a threat and wants everyone to know he's not to be tampered with.

#### Summary and Recommendations

Nate's cognitive, academic, and social development scores are all at subaverage levels. As indicated, his behaviors in the testing may have depressed some of the scores somewhat but the ranges are probably appropriate. A major concern is the constant, open expression of hostility, both verbal and physical, towards others. It appears that this is often done without provocation and without a sense of guilt. Nate expressed deep prejudiced feelings and seems to believe it is right to act in aggressive ways. Several teachers have documented persistent, aggressive behavior in his classes which interferes with work production. Nate failed sixth grade classes for two years and is presently failing all classes in seventh grade. Without some intervention, it is conceivable that he will continue to fail and, also, could cause personal injury to others, including student and teachers. A team conference should be held, as soon as possible, to review all data and determine appropriate interventions.

1. Nate needs to develop an appropriate set of standards and values, to develop a conscience about his actions and to understand the consequences of behavior.

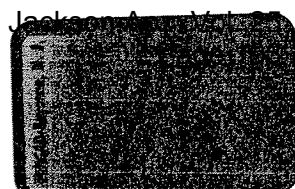
2. He needs to develop tolerance for those he perceives to be unworthy and to learn acceptable behaviors towards them. His prejudices seem to permeate his thoughts and behaviors. Disruptive behaviors must be remediated.

3. Positive interactive skills with peers and respect for authority need to be learned.

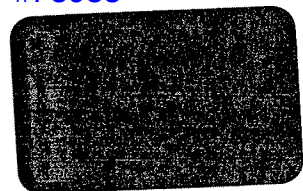
4. The possibility of substance abuse should be explored.

  
Jo Seiser  
School Psychologist

fb



The Public Schools  
Youngstown, Ohio  
Department of Pupil Personnel Services



PSYCHOLOGICAL REPORT  
Confidential -- For Professional Use Only

Name: Nathaniel Jackson	DOB: 2-13-72	Report Date: 2-23-89
Address: 309 S. Pearl St.	Sex: M	Referred By: S. Gregory
Parent(s): Pauline Korneagay	Grade: 10	School: Stambaugh
Home Phone: none listed	C.A.: 17-0	Examiner: J. Ciarrochi

REASON FOR REFERRAL

Mandatory three-year reevaluation to determine if Nathaniel continues to qualify for special education services.

SENSORY EVALUATION

Testing by school nurse D. Halloran on 1-18-89, reveals that hearing is within normal limits. Nathaniel failed visual acuity screening. He passed the eye muscle balance test. No vision referral was made because Nathaniel was in the process of getting glasses at the time of the screening.

BACKGROUND INFORMATION

Nathaniel said that he lives with his mother, 18-year-old brother Charles, 13-year-old sister Tasha, and ten-year-old brother Patrick. His brother Charles will be graduating from the transitional school this year.

Nathaniel was placed in the Severe Behavior Handicapped (SBH) program during his seventh grade year (2-18-86). Referring behaviors included disrespect toward authority figures, leaving the classroom without permission, disrupting the class, threatening others, and passive-aggressive behavior.

Nathaniel was placed at Stambaugh Transitional with teacher Sara Revetti for the remainder of his seventh grade year. He remained at Stambaugh for grade eight. Because of good behavioral progress, he was placed in a less restrictive setting, the SBH satellite unit at Rayen High School the following year. During this school year (1988-89), Nathaniel was transferred back to Stambaugh because of threatening, aggressive behavior. One day he burned his and another student's worksheets, lay across in the classroom, and refused to go to timeout. When the teacher approached him, he swung at her.



Confidential Psychological Report - N. Jackson

Page 2

Nathaniel's progress in the SBH program has been inconsistent, which may be due to periodic poor attendance. Current teacher, Suzette Gregory, said that his behavior is average for her class and that his academic progress is above average. Nathaniel is on the fifth grade level in math and on the eighth grade level in spelling and reading. He failed all subjects the second grade period because of poor attendance, but earned A's, B's and C's for the first grade period. Nathaniel is on Level IV of the five-step behavioral management system. His current problem behaviors are frequent talking out, including drug talk; trying to sleep in class instead of working; and resisting direction. In general, Nathaniel gets along adequately with peers and the teacher. However, he often teases others.

While Nathaniel was at Rayen, he had a vocational evaluation. The evaluation report stated that he had a low level of involvement and excessive absenteeism. He did interact adequately with co-workers and was receptive to supervision. Marginal consideration for a program was recommended.

#### CLASSROOM OBSERVATION

Nathaniel was observed for 20 minutes in Home Economics class on 2-16-89. Time-sampling at four second intervals and anecdotal observation were used. The three other boys in the class served as the rotating comparison peer. The activity observed was cleanup after cooking.

Nathaniel was on-task for more of the sampled intervals than was the rotating comparison peer (68% compared to 32%). His off-task behavior differed from that of the other boys in frequency, not in type. When Nathaniel was not on-task, he was walking around the room or talking with others.

#### TEST BEHAVIOR

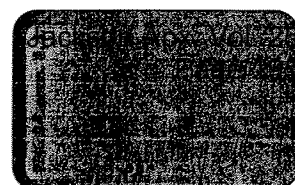
During individual assessment, Nathaniel was sullen, but followed directions and put forth adequate to good effort. He was guarded and suspicious when asked to draw a picture of his family.

#### TEST RESULTS AND INTERPRETATION

##### OVERALL ABILITY

##### Stanford-Binet Intelligence Scale - Form L-M

Chronological Age:	17-0
Mental Age:	11-6
Intelligence Quotient (IQ)	70



## PUPIL'S ANNUAL SHEET

## PRIMARY SCHOOL

BORN	MO.	DAY	YEAR	ENTRY DATE	YEAR MONTH AGE at SEPT. 1	SEX	(LAST NAME)	(FIRST NAME)	(MIDDLE NAME)
2-13-72	9-80	8-7	m.	Jackson, Nathaniel Edwin					
313 S. Pearl				Charles Pauline		744-8429			
ADDRESS				PARENT		OCCUPATION		TELEPHONE	
Roosevelt				1980-81		3		100 Diane Wilson	
SCHOOL				SCHOOL YEAR		GRADE		ROOM	
								TEACHER	

Marking code: Subjects printed in large capital letters will receive letter marks using the following code:

E = Excellent G = Good S = Satisfactory U = Unsatisfactory.

A ☒ indicates the need for improvement. The absence of check-marks indicates satisfactory progress.

	Report Periods			
	1	2	3	4
READING Level 11 "Never Give Up"	S	U	U	U
* Reading level (Ex. 21, etc.) 3' Reader	S	3'	3'	3'
Applies phonics skills	S	S	S	S
Reads with understanding	S	S	U	U
Knows basic sight words	S	S	S	S
LANGUAGE	S	S	U	U
Expresses ideas well orally	S	S	S	S
Expresses ideas well in written work	S	S	U	U
SPELLING	S	G	S	U
WRITING	U	U	U	U
MATHEMATICS	U	U	S	S
Knows number facts	U	U	S	S
Works accurately with numbers	U	U	S	S
Solves problems with understanding	U	U	S	S
SOCIAL STUDIES	U	U	U	U
SCIENCE - HEALTH	U	U	S	U
HEALTH	S	S	S	

	Report Periods			
	1	2	3	4
ART	S	S	S	S
MUSIC	S	S	U	S
PHYSICAL EDUCATION	S	S	S	S
Social Growth				
Conduct	U	U	U	S
Accepts responsibility	S	S	S	S
Respects authority	U	U	U	S
Respects rights & property of others	U	U	U	S
Observes school and safety rules	U	U	U	S
Is courteous	S	U	U	S
Works and plays well with others	U	U	U	S
Study Habits				
Listens well in class	U	U	U	U
Follows directions	S	S	U	U
Completes assignments	U	U	U	U
Works independently	U	U	U	U
Participates in class discussions	U	S	S	S
Supplemental Programs:				
Lamps (Math)				

## ATTENDANCE

KEY: E - ENTERED / - ABSENT A.M. ONLY X - ABSENT WHOLE DAY = - NOT IN SESSION  
W - WITHDRAWN \ - ABSENT P.M. ONLY O - TARDY (NO. MINUTES) EX - EXCLUDED

REPORT PERIOD BEGINS	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	DAYS PRESENT	DAYS ABSENT	TIMES TARDY	DAYS IN SESSION	CAUSE OF ABSENCE
1 7-3			E																						
11-7	X	X									X										43	4	0	47	sick - extended
2 11-10												X	X								33	8	1	41	cold
1-23					X	X	X	X	X	X															sick bedridden
3 1-26																					36	12	0	48	cold - weather - cold
4 2-27																					31	10	1	42	
4 3-2																									
TOTALS																					153	38	2	178	

Jackson Any Vol 25

Nathaniel is doing satisfactory work in reading and enjoys reading. He spells his words correctly in tests, but does not complete his daily work. The same goes in Math & other subjects. He has shown some improvement, but still has difficulty in writing. His understanding of Math is very poor and he is attending Lamps.

I'm sure Nathaniel's work would improve if his behavior would improve.

9/80 - Reading Level 11

3rd. Period 5/15/81

6/19/81 Completed Unit 1 + 2 of  
unsatisfactory Level 12

Nathaniel is improving in Math and Working on his Writing. He still does not complete his work and is not progressing well in Reading. Nathaniel still does get into trouble and has not learned to control his behavior. He can be very nice when he tries.

6/19/81 Nathaniel wastes his time and does not do his work. He could do much better than he is doing. Nathaniel's behavior has shown some improvement, but he needs to improve much more.

D. Wilson

Nathaniel's parents came once after school. His father gave Nathaniel to understand that he is to behave himself & learn.

Passed to Grade 4 Ron. 206

6/19/81



Jackson Harbor  
 Reading Test BBB - shows  
 competency in word identification, word perception  
 & word meaning. Needs reinforcement in study skills  
 & needs reinforcement in comprehension skills.  
 - main ideas, inferences, detail understanding  
 summary

Poor behavior - always talking - talks back  
 Vadder - fools around -

Finally settled down - Doing daily written  
 work of Group I - Tried to jump a book - but  
 it was too hard -

3/10 Completed 2<sup>1</sup> - Competent in everything  
 except needs reinforcement in comprehension  
 & study skills

Does well in SRA

6/10 Completed 2<sup>2</sup> - reader Mustard Seed Magic  
 last week of school - too late to be  
 tested -

Did 1 1/2 yrs reading this year  
 Good reader - but fools around  
 all the time. Must be kept after to  
 do his work

Promoted to 3<sup>rd</sup> room - Room 100

6/10/80 W Zolman

# MAHONING COUNTY COURT OF COMMON PLEAS

## JUVENILE COURT DIVISION

James M. McNally  
Judge

September 19, 1989

Stambaugh Transitional School  
2420 Donald Avenue  
Youngstown, OH 44509

RE: Nathaniel Jackson  
DOB: 2/13/72

*sent 9-26-89*

Dear To Whom It May Concern:

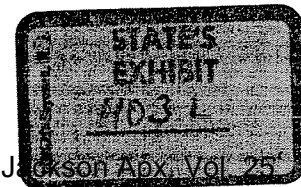
Enclosed is a release of information form regarding the above captioned youth. I would appreciate a copy of his grades for the past school year and attendance record. Please include any disciplinary reports you may have available.

This information is to be reviewed by Mark Melnek, Probation Officer  
~~prior to a dispositional hearing on~~

I appreciate your time and cooperation on this matter.

Sincerely,

*Mark Melnek / my*  
Probation Officer



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Nate Troschson

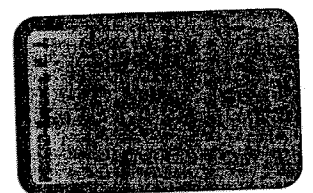
Nate attended class on 9/9/88, 9/12/88, 9/13/88 and 9/19/88. At which times he became extremely unruly and verbally abusive.

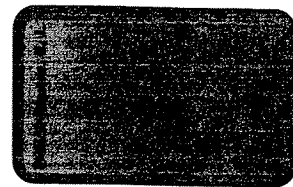
9/9/88 - Received a total of 65 slips with most of them concentrated in the negative comment, talking out and swearing areas. Most favorite line "F-This shit! MAN!" received disciplinary referral slips on 9/12/88 for leaving area without permission and not returning after going to 4th bench.

9/13/88 - Arrived late would not get admit to class permit. Brought food in from home bacon and eggs. Caused great confusion other students tried to take some of the food <sup>this</sup> caused a fight between Raymond Waller and Nate. Mrs. Sumbria stepped in to separate the two and got brushed in the process. Nate after being separated from Raymond continued throwing bacon and the food around the room at others. Threw empty milk carton on floor.

9/19/88 - Started the morning off by harassing Mrs. Quinn and her class. and was not permitted to leave the room. When told he became verbally abusive and then proceeded to light a piece of paper and then after extinguishing it a few minutes later tried to ~~light~~ <sup>light</sup> the tip of Father Ruth's shoe. He did stop

when asked to on both occasions.  
 A short while later after constantly  
 talking out and an endless string  
 of negative comments Mrs. Siembieda  
 tried to remove Nats from his  
 seat to bring him to "time out". He  
 became very hostile and verbally abusive.  
 Mrs. Siembieda managed to get him out  
 of his seat at which time he swung  
 his arm out and thrust his  
 pointing finger very close to her  
 face saying "You better never  
 touch me again or it will be the  
 last M-Fing thing you ever do!"  
 At 9:12 A.M. Nats left the <sup>School</sup> building  
 when Mr. Bruno was summoned  
 to remove him from the classroom.





# BUS CONDUCT REPORT

STUDENT'S NAME <i>Steve Jackson</i>		CLASS - GRADE <i>10-2</i>	DATE OF INCIDENT <i>10-2-88</i>
BUS NO. <i>5-29</i>	TRIP NO. <i>126</i>	DRIVER'S NAME <i>Gary L. Gordon</i>	

## NOTICE TO PARENTS

1. The purpose of this report is to inform you of a disciplinary incident involving the student on the school bus.  
2. You are urged to both appreciate the action taken by the driver and to cooperate with the corrective action initiated today.

## DRIVER'S REPORT:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> VIOLATION OF SAFETY PROCEDURES | <input type="checkbox"/> EXCESSIVE MISCHIEF | <input type="checkbox"/> EATING - DRINKING - LITTERING  |
| <input type="checkbox"/> DESTRUCTION OF PROPERTY        | <input type="checkbox"/> WRITING            | <input type="checkbox"/> RUDE - DISCOURTEOUS - ANNOYING |
| <input type="checkbox"/> FIGHTING - PUSHING - TRIPPING  | <input type="checkbox"/> SMOKING            | <input type="checkbox"/> UNACCEPTABLE LANGUAGE          |

## PRELIMINARY ACTION:

- ☐ CHECKED STUDENT'S FOLDER  
☐ HELD CONFERENCE WITH STUDENT  
☐ CONSULTED COUNSELOR  
☐ SENT PREVIOUS REPORT HOME  
☐ TELEPHONED PARENT

## PRESENT ACTION AND RECOMMENDATIONS:

- ☐ STUDENT REGRETS INCIDENT, COOPERATIVE  
☐ STUDENT PLACED ON PROBATION  
☐ RECURRING INCIDENTS WILL BE REPORTED  
☐ STUDENT SUSPENDED  
☐ STUDENT DENIED BUS PRIVILEGE  
☐ UNTIL \_\_\_\_\_  
☐ CASE REFERRED TO \_\_\_\_\_

DRIVER'S SIGNATURE \_\_\_\_\_

PARENT'S COPY - WHITE

OFFICE COPY - YELLOW

TRANSPORTATION COPY - PINK

DRIVER'S COPY - GOLD

ADMINISTRATOR'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

THE PUBLIC SCHOOLS YOUNGSTOWN, OHIO

ED 158

## PUPIL'S ANNUAL SHEET

## PRIMARY SCHOOL

2-13-72				9-5-78				6-7				M				Jackson, Nathaniel Edwin																							
BORN MO. DAY YEAR				ENTRY DATE				YEAR MONTH AGE at SEPT. 1				SEX				(LAST NAME) (FIRST NAME) (MIDDLE NAME)																							
309 S. Pearl								Charles Paul								744-8429																							
ADDRESS								PARENT								OCCUPATION								TELEPHONE															
Roosevelt								1978-79								101								A. Stanley															
SCHOOL								SCHOOL YEAR								GRADE								ROOM								TEACHER							

Marking code: Subjects printed in large capital letters will receive letter marks using the following code:

E = Excellent G = Good S = Satisfactory U = Unsatisfactory.

A ☒ indicates the need for improvement. The absence of check-marks indicates satisfactory progress.

	Report Periods			
	1	2	3	4
READING	S	S	S	S
* Reading level (Ex. 21, etc.)	R	P	P	P
Applies phonics skills				
Reads with understanding				
Knows basic sight words				
LANGUAGE	S	S	S	S
Expresses ideas well orally				
Expresses ideas well in written work				
SPELLING	#			
WRITING	U	S	S	S
MATHEMATICS	S	S	S	S
Knows number facts				
Works accurately with numbers				
Solves problems with understanding				
SOCIAL STUDIES	S	S	S	S
SCIENCE - HEALTH	S	S	S	S

	Report Periods			
	1	2	3	4
ART	S	S	S	S
MUSIC	S	S	S	S
PHYSICAL EDUCATION	S	S	S	S
Social Growth				
Conduct	U	U	S	U
Accepts responsibility	✓	✓		✓
Respects authority				✓
Respects rights & property of others	✓	✓		✓
Observes school and safety rules	✓	✓	✓	✓
Is courteous				✓
Works and plays well with others	✓	✓	✓	✓
Study Habits				
Listens well in class	✓	✓		✓
Follows directions	✓	✓		
Completes assignments				
Works independently	✓	✓		
Participates in class discussions				
Supplemental Programs:				

## ATTENDANCE

KEY: E - ENTERED / - ABSENT A.M. ONLY X - ABSENT WHOLE DAY = - NOT IN SESSION  
 W - WITHDRAWN \ - ABSENT P.M. ONLY O - TARDY (NO. MINUTES) EX - EXCLUDED

REPORT PERIOD BEGINS																	DAYS PRESENT	DAYS ABSENT	TIMES TARDY	DAYS IN SESSION	CAUSE OF ABSENCE
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
1 9/5			E			X	X	X	X	X								4 1/2	0	45	cold
2 11/10																		2 1/2	0	46	no excuse
3 1/29						X												2	0	44	no excuse
4 4/12																		1	0	43	Jackson Apx. Vol. 25 not at Page 203
TOTALS																		10	0	178	

Period I  
Nathaniel needs to learn to be quiet and do his work. He could be a very good student if he tried but he wants to fool around and talk with friends. He gets out of his seat without permission. He must practice his writing. as.

Period II Jan. 20

Nathaniel always completes his work but depends on others for help. He is beginning to have trouble with math. He doesn't know the addition and subtraction facts. If he continues his poor behavior his work will get worse. He bothers everyone around him. as.

Period III Mar. 30, 1979

Nathaniel has been trying to turn things around. His work is better and his behavior is improving. He should have tried sooner. He could have been the best student in the class. He is a really good reader. Keep after him. as.

Period IV June, 1979

Nathaniel is back tracking again. Although I have tutored him in reading to help him move up to where I felt he belonged, He didn't appreciate it. Instead he misbehaved and gave himself and classmates a bad time. Should be more grown up and able to work better next year.

To Next year's teacher

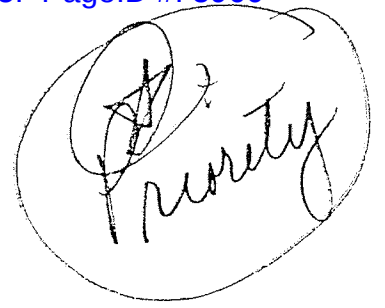
Completed level 9 MacMillan Readers  
Completed Math Book I

Potential behavior problem. Must be kept busy. He is a good worker so don't let him fool you. Usually completes all work begun but would goof off if given the chance.

Promoted to 2nd grade R. P. 100



The Public Schools  
Youngstown, Ohio  
Department of Pupil Personnel Services



Request for Child Study or  
Multifactorial Evaluation

I. NAME JACKSON, NATHANIEL SEX (M) F DATE OF BIRTH 2-13-72 AGE 1.3  
ADDRESS 313 S. PEARL ST PHONE 744 8429 FATHER CHAS. KORNENHAY MOTHER PAULINE K.  
SCHOOL ADAMS JR HIGH GRADE 7 TEACHER 746 6905 REQUEST DATE 9/13/25

II. RECENT TEST RESULTS:

Date	Individual Test	C.A.	M.A.	I.Q.	Evaluator	
<u>5/74</u>	<u>SAT</u>				<u>STN 1</u> <u>2.9</u>	<u>STN 1</u> <u>3.8</u>
Date	Group Test	C.A.	M.A.	I.Q.	Read. G.E.	Arith. G.P.

III. REASONS FOR REFERRAL (Check appropriate space or spaces)

A. Behavior

- ☒ Aggressive
- ☒ Anti-social  
(lying, chronic  
truancy, etc.)
- ☒ Emotional  
(daydreaming,  
withdrawn)
- ☒ Immature

B. Learning

- ☒ Academic Failure
- ☒ Attitude
- ☒ Establish Mental  
Limits
- \_\_\_ Language/Speech
- \_\_\_ Motivation/Interest
- \_\_\_ Over-achieving
- \_\_\_ Rapid Learner
- ☒ Under-achieving

C. Placement

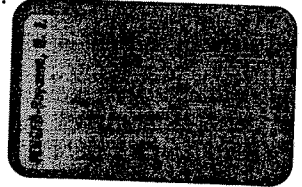
- \_\_\_ Blind-Partially
- \_\_\_ Sighted
- \_\_\_ Crippled
- \_\_\_ Deaf-Hard of
- \_\_\_ Hearing
- \_\_\_ Exclusion
- \_\_\_ Home Instruction
- \_\_\_ New Pupil
- \_\_\_ Retention in Grade
- \_\_\_ Severely Retarded
- \_\_\_ Slow Learner
- \_\_\_ Work Permit

D. \_\_\_ Other (Please specify)

IV. IMPORTANT RELATED DATA

What strategies have been attempted? What resulted from those efforts?

Additional information pertinent to this study:



Referred by Mary Ann Paulone

Approved \_\_\_\_\_

Jackson Apx. Vol. 25  
Page 205

cc: to school



# Youngstown Public Schools

<u>Youngstown</u>	<u>250 Youngstown Ave</u>
(School)	(Address)
<u>[Signature]</u>	<u>F. Zaito</u>
Principal	Assistant Principal
<u>[Signature]</u>	<u>February 10, 1981</u>
(Parent/Guardian)	(Date)
<u>315 S. 10th</u>	<u>Youngstown, Ohio 44501</u>
(Address)	(City)

This is to advise you that following a hearing, Wendell Jackson 01071315 has been  
(Student) (I.D. No.)  
suspended from school for \_\_\_\_\_ school days beginning February 10, 1981. He/she is  
to return to school on February 11, 1981. The reason(s) for the suspension is/are  
as follows: seriously conduct fighting  
(Reason(s))

which violates Rule(s) No. \_\_\_\_\_ of the Student Conduct Code

While suspended, Wendell Jackson, is not to be on school premises (grounds) during  
normal school hours nor is he/she to attend any school sponsored activity.

Please follow the instructions as checked below:

\_\_\_\_\_ Please accompany \_\_\_\_\_ to school on \_\_\_\_\_ at \_\_\_\_\_ a.m.  
p.m.  
for re-admittance and a conference in \_\_\_\_\_ office.  
(Principal)

\_\_\_\_\_ Due to the serious nature of his/her actions, a Board of Education hearing may be scheduled. You will be  
notified of the time and date should a hearing be scheduled.

\_\_\_\_\_ It is not necessary for you to accompany him/her to school.

You may appeal this decision to the President of the Board of Education or his designee. You may be accompanied by  
a representative of your choice and may request that the hearing be held in executive session. If you intend to appeal,  
please address a written request for a hearing within five (5) school days from the date of this notification to:

Office of School and Community Relations  
Youngstown City School District  
P.O. Box 550  
Youngstown, Ohio 44501

cc: Treasurer  
Director of Pupil Personnel

Jack



# Youngstown Public Schools

<u>Youngstown Public Schools</u>	<u>250 Sandusky Ave</u>
(School)	(Address)
<u>J. Traficant</u>	<u>A. Castano</u>
Principal	Assistant Principal
<u>Charles/Trafficant</u>	<u>January 19, 1998</u>
(Parent/Guardian)	(Date)
<u>313 S. Euclid</u>	<u>Youngstown, Ohio 44501</u>
(Address)	(City)

This is to advise you that following a hearing, Richard M. Swisher (Student) 91501700 (I.D. No.) has been suspended from school for 5 school days beginning January 20, 1998. He/she is to return to school on January 27, 1998. The reason(s) for the suspension is/are as follows: carrying on school grounds (Reason(s))

which violates Rule(s) No. 2 of the Student Conduct Code

While suspended, Richard M. Swisher, is not to be on school premises (grounds) during normal school hours nor is he/she to attend any school sponsored activity.

Please follow the instructions as checked below:

☐ Please accompany \_\_\_\_\_ to school on \_\_\_\_\_ at \_\_\_\_\_ a.m. p.m. for re-admittance and a conference in \_\_\_\_\_ (Principal) office.

☐ Due to the serious nature of his/her actions, a Board of Education hearing may be scheduled. You will be notified of the time and date should a hearing be scheduled.

☐ It is not necessary for you to accompany him/her to school.

You may appeal this decision to the President of the Board of Education or his designee. You may be accompanied by a representative of your choice and may request that the hearing be held in executive session. If you intend to appeal, please address a written request for a hearing within five (5) school days from the date of this notification to:

Office of School and Community Relations  
Youngstown City School District  
P.O. Box 550  
Youngstown, Ohio 44501

cc: Treasurer  
Director of Pupil Personnel

VISITING TEACHER'S REPORT OF HEARING

DATE 5/18/86

NAME Nathaniel Jackson ADDRESS 313 S. Pearl

SCHOOL Stambaugh GRADE 7 DATE OF BIRTH 2/13/72

PARENTS: MOTHER Pauline Kornegay FATHER \_\_\_\_\_

HEARING REQUESTED BY Stambaugh

PLACE Board Annex

REFEREE Charles Burrelli

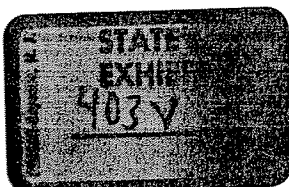
INTERESTED PERSONS PRESENT Nathaniel and Mother

REASON FOR HEARING Truancy

INFORMATION AND DEVELOPMENTS Nathaniel has been absent 86 days from Adams  
and 7 from Stambaugh

DISPOSITION Charles Burrelli will refer Nathaniel to Joanne Hoxworth.

STUDENT NAME		STUDENT NUMBER		SCHOOL YEAR		GRADE SCHOOL		HOME ROOM			
NATHANIEL JACKSON		006 77 20		1986-1987		7		101			
COURSE CODE	COURSE DESCRIPTION	INSTRUCTOR	1-MARK 2-CONDUCT 3-ABSENT			SEMESTER 1-MARK 2-CONDUCT 3-ABSENT			EXAM/MARK		
			1	2	3	1	2	3		1	2
SPA	ENGLISH	HEGEL	1	2	3	1	2	3			
SBD	READING	HEGEL	1	2	3	1	2	3			
SLO	SOCIAL STUDIES	HEGEL	1	2	3	1	2	3			
SFO	MATH	HEGEL	1	2	3	1	2	3			
SBO	SCIENCE	HEGEL	1	2	3	1	2	3			
SIO	ADD PE	DAVIS	1	2	3	1	2	3			
SPO	ART	BARNES	1	2	3	1	2	3			
SLO	MUSIC	CASSELL	1	2	3	1	2	3			
CURRENT YEAR			CUMULATIVE			DATA			REPORT TO PARENTS		
CREDITS EARNED	GRADE POINT AVERAGE	CREDITS ATTEMPTED	CREDITS EARNED	GRADE POINT AVERAGE	REPORT PERIOD	1	2	3	1	2	3
						ABSENT	TARDY	ABSENT	TARDY	ABSENT	TARDY
						1	2	3	1	2	3
MARKING CODE			CONDUCT CODE			ATTENDANCE			REPORT TO PARENTS		
A-EXCELLENT B-GOOD C-AVERAGE D-POOR F-FAILING W-WITHHELD P-PASSING S-SATISFACTORY U-UNSATISFACTORY WF-WITHDRAWN FAILING			S-SATISFACTORY U-UNSATISFACTORY I-IMPROVING			THIS IS A REPORT OF YOUR CHILD'S ACHIEVEMENT IN RELATION TO STANDARDS FOR THE COURSES TAKEN. IF AT ANY TIME YOU HAVE QUESTIONS CONCERNING HIS PROGRESS, YOU ARE URGED TO ARRANGE FOR A CONFERENCE WITH HIS TEACHER AND/OR THE PRINCIPAL. THIS REPORT MUST BE SIGNED BY THE PARENT OR GUARDIAN AND RETURNED TO THE PUPILS HOME ROOM TEACHER.			PARENTS OR GUARDIAN'S SIGNATURE		





Copies:  
CIMS  
Parent

PERIODIC/ANNUAL REVIEWANDDEVELOPMENT OF INDIVIDUALIZED EDUCATION PROGRAM (IEP)

Name of Student Nathanial Jackson Birthdate 2-13-72  
 School Hayes Jr. High Special Program MH(DH/SBH)  
 Date Sent 10-31-86

Dear Parent(s): Mrs. Korneagay

As stated to you at the time of your child's placement in our special program, a periodic review of your child's Individualized Education Program (IEP) would be made at least once a year.

This letter is to inform you that a periodic review of your child's Individualized Education Program is scheduled for:

Date: Nov. 13, 1986 Time: 8:00 Place: Rm. 120  
 Participants will include: Mrs. Korneagay Miss Revett,  
Mr. Terlesky

The purpose of this conference is to review your child's current IEP, and, if necessary, to develop a new one.

We hope you will be able to attend the review conference and participate in the discussions. Your participation in the review process will be helpful in planning the most effective program for your child. Your cooperation with the school staff is very much appreciated. If you have questions, or need additional information, contact:

Miss Sara Revett at 744-7602 744-7603 744-7604  
 (name and title) MH(DH/SBH) (phone)  
Teacher Sincerely,

Miss Sara Revett  
 (name and title) MH(DH/SBH)  
Teacher

PLEASE VERIFY YOUR RESPONSE BELOW AND SEND THIS REPLY  
 BACK TO THE SCHOOL CONTACT PERSON AS SOON AS POSSIBLE

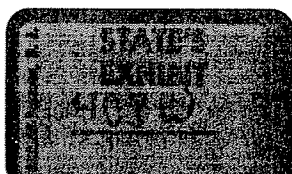
Pupil's Name \_\_\_\_\_

\_\_\_\_\_ I can attend the Conference at the time given.

\_\_\_\_\_ I cannot attend the Conference at the appointed time, but would be able to come at the following times: \_\_\_\_\_

\_\_\_\_\_ I hereby waive my right to participate in my child's periodic/annual review and development of my child's new Individualized Education Program.

\_\_\_\_\_  
 (signature of parent/guardian) (date) Page 210



## PROGRESS REPORT

PLEASE RETURN TO THE ATTENDANCE  
OFFICE WHEN COMPLETED.A hearing has been set at the I.E.P. CONFERENCEfor NATHANIEL JACKSON

Please give a concise

report concerning Wed. 11-11-87 attendance, grades, conduct, and

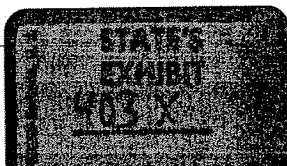
cooperation. Return this report by \_\_\_\_\_ to the attendance office.

1st. 2nd. 3rd. 4th. Total

Absence	7				
Tardiness	0				

1st. 2nd. 3rd. 4th.

Grade to Date	D			
---------------	---	--	--	--

Conduct He is a very smart, intelligent, serious, & very +  
hardworking student who is very good at his work.Cooperation He is very cooperative, does a lot of his work  
without being asked, and is very helpful to his classmates.Work Habits He is very hardworking, does his work  
very quickly, and is very neat.Other Comments - does some work due to suspension  
at home - did about 100% of his workwhile he was in school.  
He is a very good student.He is a very good student.  
He is a very good student.He is a very good student.  
He is a very good student.He is a very good student.  
He is a very good student.Jackson Apx. Vol. 25  
Page 211Mrs. Miller  
TeacherEng I  
Subject

Dear, Teacher

Please excuse Nathaniel Jackson. Wednesday Thursday  
he had to go to the Hospital with his Mom. I  
his Mom took sick so Aunt Della me to the hospital.  
My plan was to go up very high so I needed  
him at home with me. Please come home and find to  
Thank You for Back to the Future  
Mrs. Paula Ramsey



**mahoning county alcoholism services**

4214 market street, youngstown, ohio 44512

(216) 782-1188

another service of the alcoholic clinic of youngstown

December 17, 1986

Mr. Saul  
Hayes Jr. High School  
1616 Ford  
Youngstown, Ohio 44504

Re: Nathaniel Jackson

Chemical Dependency Assessment Results

Dear Mr. Saul:

This is to inform you of the impressions gained as a result of the session held with Nathaniel and his parents.

The available data indicated Nathaniel to be harmfully involved with chemicals and at high risk for continued problems.

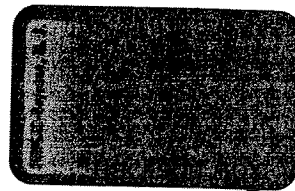
Nathaniel agreed to sign a 6 month no use contract and he and parents are aware if he violates this contract he will need to be reassessed at Mahoning County Alcoholism Services for further recommendations. It was also recommended that Nathaniel become involved in counseling at Mahoning County Chemical Dependency Program which the parents agreed to pursue at this time.

If there are further questions please contact me at 782-1188.

Sincerely,

Becky Beck, A.C.  
Adolescent Coordinator

BB/ar



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Page 213

**alcoholics can be helped and are worth helping.**

JACKSON, Nathaniel

-2-

EMPLOYABILITY PLANNING:

Factors into consideration, such as performance scores, interests, behavioral observations, physical stamina and all other pertinent evaluative data, the following areas of training and employability are suggested for planning:

1. Nathaniel has indicated a low level of involvement, excessive absenteeism and no significant strengths in his performance. Marginal consideration should be taken for placement within the Auto Reconditioning Training Program only.

Immediate supportive services suggested:

- ☐ Remediation in basic academic skills
- ☐ Remediation in social skills
- ☒ Vocational counseling
- ☒ Other ancillary services:

Nathaniel has shown a high level of absenteeism. This should be taken into consideration. His reliability and dependability were low.

II. RATIONALE FOR SUGGESTIONS:

Nathaniel has indicated difficulties attending. He was often observed in his home environment without making a significant effort to obtain transportation and to arrive at the assessment center. He has shown a low level of motivation and no significant involvement in work tasks.

He has indicated a preference for auto body, small engines, auto mechanics and auto reconditioning. Those were the expressions he has indicated in a questionnaire. A subsequent completion of the Career Maturity Inventory has shown deficiencies in career maturity. His low level of involvement and willingness to participate to reduce his chances for completing numerous assignments successfully.

Nathaniel has indicated a minimal functionality in verbal and numerical skills. He was not able to measure, and he could not quantify environmental conditions readily. He has no knowledge of basic concepts in reference to linear and volume measurements. He has shown a moderate ability to follow instructions, and he could manipulate with larger hand tools and equipment successfully.

His absenteeism prevented him from participating successfully in various work samples. He has completed two work samples successfully under time and quality criteria. His performance would be considered limited in general, because of absenteeism and because of his low level of involvement. He was able to manipulate sufficiently in elemental work tasks with a clear three dimensional structure.

He has shown no significant negative behavioral manifestations. He has indicated a tendency to verbalize excessively and to want to engage other members into conversation. This required specific attention. He was cooperative in general, and he interacted appropriately with coworkers and supervision. Please see additional behavioral comments under EMPLOYABILITY ATTITUDES on page 4.



## NOTICE OF (INTENT TO SUSPEND)

Name: Nathaniel Jackson Date: 5/29/87

This notice is to tell you that you may be suspended from school.

The reason(s) you may be suspended is/are: Rule I Disruption of School (Fighting)

To be suspended from school means that while you are suspended you are not permitted to come to school nor attend any extra curricular activities.

You will have the opportunity to meet with me at an informal hearing to ask questions, explain to me your side of what happened, or question my reasons for giving consideration to suspending you.

Anthony DeFuria, Jr.  
Principal

Assistant Principal

Copy received by student: Nathaniel Jackson  
Student's Name

Copy refused by student: \_\_\_\_\_  
Witness

Ed 200

While suspended, Nathaniel Jackson, is not to be on school premises (grounds) during normal school hours nor is he/she to attend any school sponsored activity.

Please follow the instructions as checked below:

\_\_\_\_\_ Please accompany \_\_\_\_\_ to school on \_\_\_\_\_ at \_\_\_\_\_ a.m.  
p.m.  
for re-admittance and a conference in \_\_\_\_\_ office.  
(Principal)

\_\_\_\_\_ Due to the serious nature of his/her actions, a Board of Education hearing may be scheduled. You will be notified of the time and date should a hearing be scheduled.

☒ It is not necessary for you to accompany him/her to school.

You may appeal this decision to the President of the Board of Education or his designee. You may be accompanied by a representative of your choice and may request that the hearing be held in executive session. If you intend to appeal, please address a written request for a hearing within five (5) school days from the date of this notification to:

Office of School and Community Relations  
Youngstown City School District  
P.O. Box 550  
Youngstown, Ohio 44501

cc: Treasurer  
Director of Pupil Personnel

Ja

## NOTICE OF (INTENT TO SUSPEND)

Name: Nathaniel Jackson Date: 2/1/13

This notice is to tell you that you may be suspended from school.

The reason(s) you may be suspended is/are: Refuses to follow direction of teacher. Disrespectful School Rules.

To be suspended from school means that while you are suspended you are not permitted to come to school nor attend any extra curricular activities.

You will have the opportunity to meet with me at an informal hearing to ask questions, explain to me your side of what happened, or question my reasons for giving consideration to suspending you.

Anthony DeLuca Jr.  
Principal

received by student: X Nathaniel Jackson  
Student's Name

Assistant Principal

used by student: \_\_\_\_\_  
Witness

Ed 200

While suspended, Nathaniel Jackson

normal school hours nor is he/she to attend any school sponsored activity.

Please follow the instructions as checked below:

\_\_\_\_\_ Please accompany \_\_\_\_\_ to school on \_\_\_\_\_ at \_\_\_\_\_ a.m.  
\_\_\_\_\_ p.m.  
for re-admittance and a conference in \_\_\_\_\_ office.  
(Principal)

\_\_\_\_\_ Due to the serious nature of his/her actions, a Board of Education hearing may be scheduled. You will be notified of the time and date should a hearing be scheduled.

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Office of School and Community Relations  
Youngstown City School District  
P.O. Box 550  
Youngstown, Ohio 44501

cc: Treasurer  
Director of Pupil Personnel

Nathaniel hasn't completed his assignments  
in most areas.

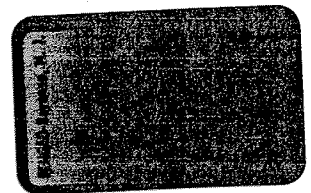
He plays quite a bit with small toys and  
doesn't follow directions.

He is being retained this year.

6th grade

Retained in 6th grade  
Mrs. Heri - Room 300  
A. C. G. G. G. G. G.

Stanford Achievement



## THE PUBLIC SCHOOLS YOUNGSTOWN, OHIO

## PUPIL'S ANNUAL SHEET

ED 159

Grades 4, 5, &amp; 6

2-13-72	9-83	11-6	M	Jackson Nathaniel
BORN	MO.	DAY	YEAR	ENTRY DATE
			YEAR	MONTH
			AGE AT SEPT. 1	SEX
			(LAST NAME)	(FIRST NAME)
			(MIDDLE NAME)	

313 S. Pearl	Charles Pauline		744-8429
ADDRESS	PARENT	OCCUPATION	TELEPHONE

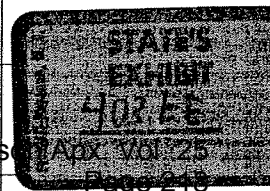
Roosevelt	1983-84	6	301	S. Talagarias
SCHOOL	SCH. YR.	GRADE	ROOM	TEACHER

	REPORT PERIODS				PROGRESS IN ACHIEVEMENT	REPORT PERIODS				
	1	2	3	4		SUBJECT	1	2	3	4
1. HEALTH HABITS Sit, stand and walk correctly					Reading	D <sup>5</sup>	D <sup>5</sup>	D <sup>5</sup>	F <sup>5</sup>	D <sup>5</sup>
Be more careful of appearance					English	D	D	C	D	D
Practice safety					Spelling	B	B	C	D	C
					Writing	F	F	F	F	F
2. WORK HABITS Use greater effort										
Follow directions					Social Science	F	D	F	F	F
Carelessness					Science	C	D	D	F	D
Complete the work					Arithmetic	D	F	F	F	F
3. CITIZENSHIP HABITS Be Courteous					Handwork	B	C	C	D	C
Respect authority					Art	D	D	D	D	D
Respect rights of others					Music	U	U	U	U	U
Respect all property					Physical Education	D	D	D	D	D
4. CONDUCT					Reading 2.9	Stanine 2				
					Math 3.1	" 1				

## ATTENDANCE

KEY: E - ENTERED  
W - WITHDRAWN/- ABSENT A.M. ONLY  
- ABSENT P.M. ONLYX - ABSENT WHOLE DAY  
O - TARDY (NO. MINUTES)= - NOT IN SESSION  
EX - EXCLUDED

REPORT PERIODS BEGINS	M T W T F M T W T F M T W T F M T W T F M T W T F																				DAYS PRESENT	DAYS ABSENT	TIMES TARDY	DAYS IN SESSION	CAUSE OF ABSENCE
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F					
1																					46 1/2	2 1/2	0	47	
2																					44	0	2	44	
3																					36 1/2	2 1/2	1	39	Jacks
4																					35	9	0	44	
TOTALS																					162	12	3	174	



PERMANENT RECORD - PERSONAL  
(Follow Manual of Procedure)

1.

NAME: JACKSON NATHANIEL EDWIN Sex: F M

ADDRESS: Last First Middle  
309 8TELEPHONE: 7468 Charles  
Rencil

Parents or Guardian Pauline

Address

(If different from above)

2. KINDERGARTEN AND PRIMARY

SCHOOL ENTRY DATE GR. YR. MO. TEACHER ABS. TARDY NEXT YEAR

Kearney 9/79 1 5 7 Thompson 10 1 1

ACADEMIC PROGRESS: *Field and Progress, Grade*

SCHOOL ENTRY DATE GR. YR. MO. TEACHER ABS. TARDY NEXT YEAR

Kearney 9/79 1 6 7 Stanley 10 0 P2

ACADEMIC PROGRESS: *Field and Progress, Grade*

SCHOOL ENTRY DATE GR. YR. MO. TEACHER ABS. TARDY NEXT YEAR

Kearney 9/79 2 7 7 Johnson 9 0 P3

ACADEMIC PROGRESS: *Field and Progress, Grade*

SCHOOL ENTRY DATE GR. YR. MO. TEACHER ABS. TARDY NEXT YEAR

Kearney 9/80 3 8 8 Wilson 34 1/2 1 4

ACADEMIC PROGRESS: *Field and Progress, Grade*

SCHOOL ENTRY DATE GR. YR. MO. TEACHER ABS. TARDY NEXT YEAR

Kearney 9/80 3 8 8 Wilson 34 1/2 1 4

ACADEMIC PROGRESS: *Field and Progress, Grade*

ED 153

PUPIL NUMBER 00167720

D.O.B. 2 13 72

Mo. Day Yr.

3. INTERMEDIATE - 4-5-6

SCHOOL	DATE OF ENTRY	AGE	GRADE	TEACHER	ABSENT	TARDY	NEXT YEAR	READING	ENGLISH	SPELLING	WRITING	SOCIAL SCIENCE	SCIENCE	ARITHMETIC	ART	MUSIC	PHYS. ED.
Kearney	9-81	9-7	4	Thompson	14 1/2	2	3	6	6	6	6	6	6	6	6	6	6
Kearney	9-82	10-6	5	Thompson	21	3	3	6	6	6	6	6	6	6	6	6	6
Kearney	9-83	11-6	6	Thompson	10	10	48 1/2	6	6	6	6	6	6	6	6	6	6
Kearney	9-84	12-6	6	Thompson	10	10	48 1/2	6	6	6	6	6	6	6	6	6	6

Validation

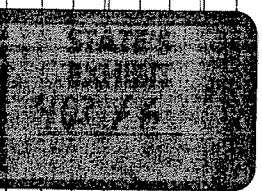
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4. TRANSFER AND WITHDRAWAL - Elementary

DATE	GRADE	FROM WHERE	TO WHERE	DATE REC'D	COMMENT
6/83					
6/85	6	Kearney	Adams		Jackson Apx.
2/86	7	Adams	Transferred		
10/86	8	Simsboro	Haves	10/21/86	

UNGRADED INTERMEDIATE - 4-5-6

Academic Progress: Grade 7

Academic Progress: *Field and Progress, Grade*Academic Progress: *Field and Progress, Grade*Academic Progress: *Field and Progress, Grade*



COURSE DESCRIPTION		INSTRUCTOR	1-MARK 2-CONDUCT 3-ABSENT			SEMESTER	1-MARK 2-CONDUCT 3-ABSENT			FINAL			
			1	2	3	EXAM	MARK	1	2	3	EXAM	MARK	
SO	SBH HEALTH	SUZETTE GREGORY	A	S	1	F	S	17			C	S	9
SI3	SBH AD P.E. II	SUZETTE GREGORY	B	S	1	F	S	17			B	S	9
SF3	SBH GEN MATH II	SUZETTE GREGORY	C	S	1	F	S	17			D	S	9
SB3	SBH READING II	SUZETTE GREGORY	B	S	1	F	S	17			C	S	9
SC3	SBH WORLD HIST	SUZETTE GREGORY	C	S	1	F	S	17			D	S	9
SA3	SBH ENGLISH II	SUZETTE GREGORY	C	S	1	F	S	17			D	S	9
ST1	SBH CONS ED	SUZETTE GREGORY				F	S	17			C	S	9
SK4	SBH ART HANDWK	SUZETTE GREGORY				F	S	17			C	S	9
SG3	SBH BIOLOGY	SUZETTE GREGORY				F	S	17			D	S	9

CURRENT YEAR		CUMULATIVE	
CREDITS EARNED	GRADE POINT AVERAGE	CREDITS ATTEMPTED	GRADE POINT AVERAGE
6.25		13.50	12.50

MARKING CODE		CONDUCT CODE
A - EXCELLENT B - GOOD C - AVERAGE D - POOR F - FAILING W - WITHHELD P - PASSING S - SATISFACTORY U - UNSATISFACTORY WF - WITHDRAWN FAILING		S - SATISFACTORY U - UNSATISFACTORY I - IMPROVING

ATTENDANCE		DATA	
REPORT PERIOD	ABSENT TARDY	ABSENT TARDY	ABSENT TARDY
	1.0	17.0	2

REPORT TO PARENTS	
THIS IS A REPORT OF YOUR CHILD'S ACHIEVEMENT IN RELATION TO STANDARDS FOR THE COURSES TAKEN. IF AT ANY TIME YOU HAVE QUESTIONS CONCERNING HIS PROGRESS, YOU ARE URGED TO ARRANGE FOR A CONFERENCE WITH HIS TEACHER AND/OR THE PRINCIPAL. THIS REPORT MUST BE SIGNED BY THE PARENT OR GUARDIAN AND RETURNED TO THE PUPILS HOME ROOM TEACHER.	
PARENT'S OR GUARDIAN'S SIGNATURE _____	

STUDENT NAME		STUDENT NUMBER	SCHOOL YEAR	GRADE	SCHOOL	HOME ROOM
JACKSON NATE		0015-77-20	1989-90	11	STAMBAUGH	107

COURSE DESCRIPTION		INSTRUCTOR	1-MARK 2-CONDUCT 3-ABSENT			SEMESTER	1-MARK 2-CONDUCT 3-ABSENT			FINAL			
COURSE CODE			1	2	3	EXAM	MARK	1	2	3	EXAM	MARK	
SA4	ENGLISH III	GREGORY SUZETTE	A	S		C	S	20			F	S	44
SB4	READING III	GREGORY SUZETTE	C	S		C	S	20			F	S	44
SC5	U.S. HIST	GREGORY SUZETTE	C	S		C	S	20			F	S	44
SF4	CON MATH I	GREGORY SUZETTE	C	S		C	S	20			F	S	44
SG4	ECOLOGY	GREGORY SUZETTE	C	S		C	S	20			F	S	44
SI4	AD P.E. III	GREGORY SUZETTE	W	S		C	S	20			F	S	44

CURRENT YEAR		CUMULATIVE	
CREDITS EARNED	GRADE POINT AVERAGE	CREDITS ATTEMPTED	GRADE POINT AVERAGE
		18.75	12.50

ATTENDANCE		DATA	
REPORT PERIOD	ABSENT TARDY	ABSENT TARDY	ABSENT TARDY
		5.0	29.0

REPORT TO PARENTS	
THIS IS A REPORT OF YOUR CHILD'S ACHIEVEMENT IN RELATION TO STANDARDS FOR THE COURSES TAKEN. IF AT ANY TIME YOU HAVE QUESTIONS CONCERNING HIS/HER PROGRESS, YOU ARE URGED TO ARRANGE FOR A CONFERENCE WITH THE TEACHER AND/OR THE PRINCIPAL. THIS REPORT MUST BE SIGNED BY THE PARENT OR GUARDIAN AND RETURNED TO THE PUPILS HOME ROOM TEACHER.	
PARENT'S OR GUARDIAN'S SIGNATURE _____	

MARKING CODE		CONDUCT CODE
A - EXCELLENT B - ABOVE AVERAGE C - AVERAGE D - BELOW AVERAGE F - FAILING W - WITHHELD P - PASSING S - SATISFACTORY U - UNSATISFACTORY WF - WITHDRAWN FAILING		S - SATISFACTORY U - UNSATISFACTORY I - IMPROVING

25  
20  
Page 20  
5/13/13  
7:03:06

Nathaniel has made slow progress in reading and unsatisfactory progress in math. His attention span is short and he likes to play.

Writing - Unsatisfactory

Spelling - Good

Behavior - Needs to improve

Conferences - None

Reading - Completed Unit 5 - Level 13

Next year - Grade 5 - Room 302  
June 11, 1982  
D. Martin



OHIO SURVEY TESTS		OHIO SURVEY TESTS		ACADEMIC ABILITY TEST			ACHIEVEMENT TESTS		
STUDENT NAME: JACKSON	NATHANIE	GRADE	4A	19	18	37	19	17	37
		ADM		20	26	21	5	14	5
		DATE	9/81	3	4	3	2	3	2

## THE PUBLIC SCHOOLS YOUNGSTOWN, OHIO

## PUPIL'S ANNUAL SHEET

ED 159

Grades 4, 5, &amp; 6.

2-13-72				9-81		9-7		m Jackson, Nathaniel, E. Jr.	
BORN	MO.	DAY	YEAR	ENTRY DATE	YEAR MONTH AGE AT SEPT. 1	SEX	(LAST NAME)	(FIRST NAME)	(MIDDLE NAME)
313 S. Pearl				Charles Pauline				744-8429	
ADDRESS				PARENT		OCCUPATION		TELEPHONE	

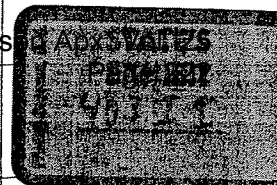
Baswell		1981-82		4		206		D. Martin	
SCHOOL		SCH. YR.		GRADE		ROOM		TEACHER	

	REPORT PERIODS				SUBJECT	REPORT PERIODS			
	1	2	3	4		1	2	3	4
1. HEALTH HABITS Sit, stand and walk correctly					Reading	D	D	C-	D
Be more careful of appearance					English	C	C	D	C
Practice safety					Spelling	B	B	B	B
2. WORK HABITS Use greater effort					Writing	D	D	D	D
Follow directions					Health	C	C	C	C
Carelessness					Social Science	C	F	D	D
Complete the work					Science	D	C	C	D
3. CITIZENSHIP HABITS Be Courteous					Arithmetic	D	D	F	D
Respect authority					Art	S	S	S	S
Respect rights of others					Music	S	S	S	S
Respect all property					Physical Education	S	S	S	S
4. CONDUCT									

## ATTENDANCE

KEY: E - ENTERED  
W - WITHDRAWN- ABSENT A.M. ONLY  
- ABSENT P.M. ONLYX - ABSENT WHOLE DAY  
O - TARDY (NO. MINUTES)= - NOT IN SESSION  
EX - EXCLUDED

REPORT PERIODS BEGINS	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	DAYS PRESENT	DAYS ABSENT	TIMES TARDY	DAYS IN SESSION	CAUSE OF ABSENCE
1 9-9				E																	47	0	1	47	
81																									
2 11-16																					41	3	0	44	
81																									
3 2-1																					40½	2½	1	43	
82																									
4 1-12																					35	9	0	44	
12																									
TOTALS																					163½	14½	2	178	



Date Jackson

TEACHER

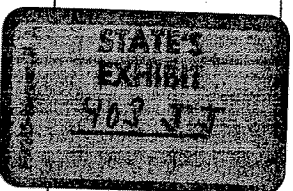
Mrs. Trocchio

BUILDING

Adams

Jackson Apx. Vol. 25  
Page 223  
EDUCATION

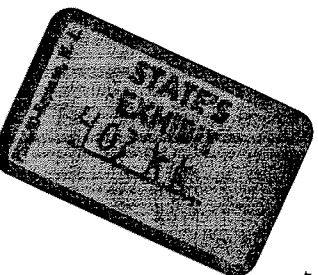
TIME	SITUATION LOCATION	OBSERVED BEHAVIOR	YOUR REACTION	STUDENT RES.
20- '85	1:50 Room 219 English class	shouting out - out of seat - hanging desk with camera	asked him several times to sit down and settle down.	He refused 10" Time out
17- '86	1:50 same	Walked in with NO books, paper, pencil. Asked to see how 2:10.	asked him where his book was. told him permission to leave.	He refused form in the REFUSED to stand for all items and he said he didn't that there with an a
29- '86	1:50 Room 219	Walked in with a radio playing and earphones on. I gave him a SIMPLE worksheet assignment.	asked him to to put the radio away. He refused to go.	He refused on the floor refused to





NAME: <u>N. Jackson</u>		TEACHER <u>Hilla</u>		BUILDING _____		EDUCATIONAL PLACEMENT _____	
TIME	SITUATION LOCATION	OBSERVED BEHAVIOR	YOUR REACTION	STUDENT RESPONSE			
8:05	Reading in room 104 R.P.P.F.	Nathanial had fallen asleep during sustained silent reading - 10 mins	(1) Called student by name to wake up. (2) Student sitting next to him tapped him on the leg to wake up. (3) I walked over to Nate and shook him by the shoulder.	(1) No response from when his name was called. (2) No response from when he kept sleeping			
			(4) I put my arms around him and sat him straight in his chair.	(3) No response from Nate, he kept sleeping			
				(4) He woke up and continued with his work.			
8:30	Reading in room 104 R.P.P.F.	Nathanial earned a 100% on his spelling test.	Place him on reading award for his good work. Praise him.	He was very happy and proud.			

Jackson Apex Vol. 2  
Page 2





Jackson

TEACHER

Talbott

BUILDING

Adams

EDUCATIONAL PLACEMENT

SITUATION  
LOCATION

OBSERVED BEHAVIOR

YOUR REACTION

STUDENT RESPONSE

ESTIMATED  
INCIDENT

7/1/9  
During my class  
moving into next period  
my desk contained  
while I passed out  
papers.

Tried him to stop  
and go back to seat.

He finally went  
back to seat. Then  
minutes later walked  
out.

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Walking back to  
everything near  
his seat.

Said nothing

He walked out

2 min

Came in & commented  
to Shake hands with  
Skelton kept in  
class.

Tried to stop &  
sit down.

Refused - Mr. Makel  
asked to move  
from class

4 min

Had missed 35  
days this grading  
period - Had not  
given a decent  
effort.

Tried to stop

Refused -

45 min

He said, "No back the  
report just on chair - bottle  
dollar bill with cigar,  
cigarette students  
behind him

Tried to stop

Refused - No &  
agreed him as it  
was quiet enough  
so I could teach.

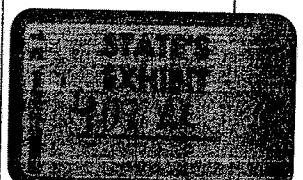
2 min

Shooked a girl's  
hair and coming  
into class.

Prevented her from  
"Beating him up"

Ran around room to get  
away  
Tried to teach with  
her absent, sat &  
did no work

45 min



88-89

YOUNGSTOWN PUBLIC SCHOOLS  
DEPARTMENT OF PUPIL PERSONNEL SERVICES

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## SPECIAL EDUCATION VOCATIONAL PLACEMENT MEETING

STUDENT'S NAME: Nathaniel Jackson DATE: 6/16/88  
 HOME SCHOOL: Rayen  
 SPECIAL SERVICE PROGRAM: SBH  
 PSYCHO-EDUCATIONAL ASSESSMENTS COMPLETED/RESULTS: 1/17/86 - IQ 73 -  
Woodcock-Johnson Reading 4.6, Math 4.3.  
Strengths in auditory short-term memory, visual  
details, oral math problems.  
 LEVEL OF READING/MATH: 6/88 Reading 7.8, Spelling 6.9,  
Math 6.9. Measurement - 1 1/2.  
 VOCATIONAL ASSESSMENT RECOMMENDATIONS: 6/88 - Special Needs Program,  
Vocational counseling, personal counseling, behavior  
monitoring.  
 PREVIOUS MAINSTREAMING EXPERIENCE: None

COMMITTEE RECOMMENDATIONS (Priority order): Auto Reconditioning  
with reservations (marginal) Math/Reading  
Support as needed. Monitor behavior.

COMMENTS: Responds to individual attention, praise,  
conferences, feedback. Needs glasses. Seat  
near front of room.

PARENTS: Antonia K. JohnsonSTUDENT: Nathaniel JacksonCHOFFIN REP: Anna L. EllisTEACHER: Carol M. MillerHOME SCHOOL  
COUNSELOR: P. DusekPROGRAM  
COORD.: [Signature] Vol. AssentSP. ED. VOC.  
COORD.: D. SalandriaMarginal placement for  
Auto Rec.

## THREE VISITS

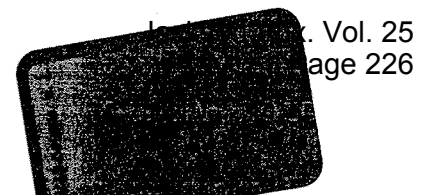
- 1.
2. N/A
- 3.

## CHOICE

AM

1. Auto Reconditioning
2. Auto Body

Original: CIMS File  
 White: Special/Voc. Education Coordinator  
 Yellow: Special Ed. Program Coordinator  
 Pink: Vocational Supervisor  
 Goldenrod: Special Needs



## YOUNGSTOWN PUBLIC SCHOOLS

Form 6944

## DEPARTMENT OF PUPIL PERSONNEL SERVICES

## REQUEST FOR RETURN TO REGULAR CLASS OR TRANSFER OF PROGRAM

Pupil's Name Nathaniel Jackson Student # 016-77-26 Birthdate 2-9-79Address 314 Popel Home School AdamsDate of Request 10-13-86 Service to Begin Date 10-19-86

The following person(s):

<u>William Steele</u>	<u>S.B.H. Coordinator</u>
Name	Title

_____	_____
Name	Title

Request(s) that the above named student be changed from the:

<u>mt</u>	<u>STAMBOUGH</u>	<u>8</u>
Name of Program	Name of School	Grade

<u>mt</u>	<u>Waynes</u>	<u>8</u>
Name of Program	Name of School	Grade

<u>D.H.</u>	<u>V.I.</u>	<u>Orthopedic</u>	<u>H.I.</u>	<u>S.B.H.</u>
<input type="checkbox"/> Vineland	<input type="checkbox"/> Acuity	<input type="checkbox"/> Orthopedic Report	<input type="checkbox"/> Audiogram	<input type="checkbox"/> Medical
<input type="checkbox"/> I.E.P.	<input type="checkbox"/> Medical	<input type="checkbox"/> I.E.P.	<input type="checkbox"/> Medical	<input type="checkbox"/> Anecdotal Records
	<input type="checkbox"/> I.E.P.		<input type="checkbox"/> I.E.P.	<input type="checkbox"/> Devereux
				<input type="checkbox"/> I.E.P.
	<u>Other Medical</u>	<u>L.D.</u>	<u>S.C.D.</u>	
	<input type="checkbox"/> Medical Rpt.	<input type="checkbox"/> Devereux	<input type="checkbox"/> Medical	
	<input type="checkbox"/> I.E.P.	<input type="checkbox"/> I.E.P.	<input type="checkbox"/> Devereux	
			<input type="checkbox"/> I.E.P.	

Reason(s) for the request: Student has Stealin behavior that isappropriate for placement in the mt unit at Waynes

<u>William Steele</u>	<u>William Steele</u>
Signature of Parent	Signature of Principal

<u>William Steele</u>	<u>William Steele</u>
Signature of Spec. Ser. Teacher	Signature of Psychologist

<u>William Steele</u>	<u>William Steele</u>
Signature of Sending Coordinator	Signature of Receiving Coordinator

Request approved \_\_\_\_\_ Denied \_\_\_\_\_

Date 10/19/86 \_\_\_\_\_

Signature of Director of Pupil Personnel

PRINCIPAL: WILL FILE THIS REQUEST IN THE CIMS FOLDER AFTER ALL SIGNATURES ARE IN PLACE.

## INDIVIDUALIZED EDUCATION PROGRAM

Student's Name Nathaniel JacksonDate of Birth 2-13-72School StanhopeSpecial Service Program Multi-HandicappedRelated Service Work StudySchool Year 1989-90Jackson Apx. Vol. 25  
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## Annual Goals:

Nate will complete his job training hours as part of the Try-out Program and be retained as part of the employees regular employees.

## Short Term Instructional Objectives:

Nate will exhibit appropriate retention and execution of learned job tasks thru-out his training.

Nate will evidence appropriately school attendance and work attendance.

## Evaluation Procedures &amp; Criteria:

Periodic written, oral work evaluations from th employer will be shared with teacher, parent, principal and program coord.

Date: February, P. 1990Chair: James McQuayCoordinator: ColletteStudent: Nathaniel Jackson\* Nate  
AT THE

Nate will maintain appropriate academic attitude and competence and school cooperation thru-out his job training.

Nate will follow ALL THE RULES AND PROCEDURES AT THE WORKPLACE FOR BEHAVIOR, CALLING OFF AND SIGNING IN.

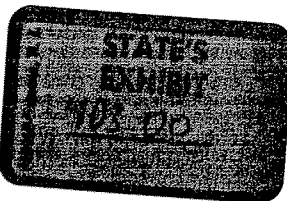
## CRITERIA &amp; SCHEDULES FOR PERIODIC (ANNUAL) REVIEW:

a. Are Instructional Objectives being achieved? Yes ☐ No ☐1. Met as stated: Yes ☐ No ☒2. Made progress: Yes ☐ No ☒b. Is the current placement appropriate? Yes ☐ No ☒c. Review Schedule: Annual ☐ Semi-Annual ☐ Other (Specify) Quarterlyd. Recommendations for placement and general program for next school year: work study recommended only if he is successful at school on a regular basis. Right now he is not successful.Date: Feb 13 1990

Conference Chairperson

Parent/Guardian

White—Program Coordinator; Canary—CIMS; Pink—Parent; Goldenrod—CIMS

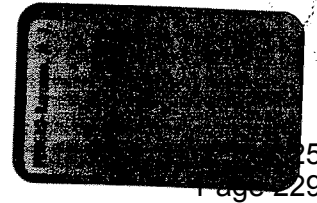


Jackson, Nathaniel      0016-77-20      9      9/01/87      Hayes  
314 S. Pearl  
Youngstown, Ohio 44506  
02/13/72  
743-5365  
Charles, Pauline

*9/22/88 Transitional*

1987-88 - 9

*1988-89 - 10*





9-19-58

Nate came into Class on Monday Sept. 19<sup>th</sup> and took his seat with his backpack. A word search activity was on the desk of the students to earn points. Nate started burning his paper. Mrs. Hanel told him to stop. He stopped momentarily - then got up to burn another student's (Latter) paper. Again he was asked to stop. He did. In his seat, Nate was constantly talking out & swearing. He also laid on the table and refused to leave to go to time out.

Nate was not permitted to leave between periods but Nate got out of the room and went to bother another teacher, Miss Quinn. When he returned he continued speaking out and swearing. I asked Nate to go to time out. He refused. I went to the back of the room by the door and asked Nate to come with me. Nate refused again. I went to Nate and put my hand on Nate to guide him to time out. Nate jumped up and swung his hand to me, missing my face by approximately 3 inches. I went for help.

While gone, Nate left the room saying that he was leaving the building (9:15). When I returned, Nate was still out of the room. I went for Mr. Cossano. Nate returned. While I was in the hall Nate walked out of the classroom again and Mr. Cossano called him at which time he went to time out.

J. Amadio

